

INTUIT CHARITABLE CONTRIBUTION, LICENSE, AND DONATION AGREEMENT

This Intuit Charitable Contribution, License, and Donation Agreement (“**Agreement**”) is made and entered into as of the last date of signature by the Parties below (“**Effective Date**”) by and between **Intuit Inc.**, a Delaware corporation, with offices at 2700 Coast Avenue, Mountain View, CA 94043 (“**Intuit**” or “**Licensor**”), and **DeKalb County School District**, a school district encompassing the county of DeKalb, located at **1701 Mountain Industrial Blvd Stone Mountain GA 30083** (“**Recipient**” or “**Licensee**”). Each is a Party and collectively they are the “Parties”.

WHEREAS, Intuit is the developer of desktop and mobile financial software, and the owner of certain educational programs and related materials designed to educate learners in connection with financial management and planning; and

WHEREAS, Recipient is a school district fostering an environment encouraging leaders and teachers to be visionary, innovative, and accountable for the achievement of all students; and

WHEREAS, Intuit desires to donate money and/or certain software and hardware to Recipient to support Recipient’s Job Readiness Programs for students, including but not limited to Personal Finance, Career Pathways, and Career, Technical, and Agricultural Education programs (the “**Job Readiness Programs**”) (the “**Purpose**”), specifically the Food Truck program (the “**Contribution**”);

WHEREAS, Intuit also wishes to donate to Recipient of a professional food services truck (“**Food Truck**”) with an approximate market value of \$250,000 (“**Food Truck Donation**”);

WHEREAS, Recipient accepts such Donation (as defined below) and intends to use the Food Truck to support the Purpose;

WHEREAS, the Food Truck Donation and the Contribution shall together be referred to as the “**Donation**”;

WHEREAS, parties desire to establish the terms and conditions for the Donation, as of the Donation Effective Date (as defined below).

NOW, THEREFORE, the Parties agree as follows:

1. DONATION, TERRITORY, AND TAXES

1.1 Intuit shall make a Donation in the form of:

a) Intuit software, products, and services (the “**Content**”) in support of the Purpose (“**Services**”). The Content shall be further specified in detail in Exhibit A attached hereto and incorporated herein by reference. The donation of the Content shall be governed by the then current Intuit Terms of Service available at <https://www.intuit.com/legal/terms/>.

b) A Food Truck in support of the Purpose. Intuit’s donation of the Food Truck shall be further specified in detail in Exhibit B attached hereto and incorporated herein by reference. Intuit will make the Contribution so that Recipient can acquire such materials, equipment, and other peripherals necessary to accomplish the Purpose. The date of the purchase of the Food Truck shall be the “**Donation Effective Date**.”

1.2 Recipient shall confirm receipt of the Donation in the form of a notice as required under this Agreement (“**Donation Receipt**”).

1.3 Taxes that are due as a direct or indirect result of this Agreement shall be the sole responsibility of the taxpayer defined by the applicable tax rule, and each Party, as a withholding source, shall deduct and collect, within the terms of the law, the taxes to which it is bound by the current law, as applicable.

1.5 Intuit agrees it shall not revoke the Donation.

1.6 The Donation made under this Agreement shall be limited to use within locations solely within the United States (“**Territory**”).

2. EXPENSES

Except as otherwise agreed in writing, each Party hereto shall bear its own expenses in connection with the performance of obligations and activities relating to the subject matter of this Agreement, including but not limited to all expenses incurred by such Party and associated with the execution of this Agreement, such as expenses incurred during the transfer of the Donation.

3. NO PRODUCTS OR SERVICES FOR SALE

The Parties agree that no products, services, sale, promotion, or anything of a similar nature is indicated or undertaken in connection with the Donation given under this Agreement. The Parties acknowledge and agree that the Donation has been given without any further agreement of receipt of products or services, or compensation to Intuit, and is given freely and willfully by Intuit and received by the Recipient. Repurposing of the Content by Licensee may be acceptable if performed in accordance with this Agreement and such repurposing is reviewed and approved in writing, in advance, by Intuit.

4. COLLABORATION AND REPORTING

4.1 The Parties will collaborate on assessing the measurable impact of the Donation in connection with the Purpose.

4.2 Recipient will provide Intuit with mid-year and year-end highlights.

4.3 Recipient will provide Intuit with a student impact report on a quarterly basis.

4.4 Recipient will work with Intuit to identify student success stories to measure partnership progress.

4.5 If applicable, Recipient shall provide Intuit with a fiscal year-end report on disposition and impact of the Donation. For purposes of clarity, the fiscal year-end shall be July 31st of any given year.

5. SERVICES, EXPENSES, SUPPORT, AND TRAINING

5.1 Services. Intuit will provide to Licensee the Content described in this Agreement as may be presented electronically or via a link to a page within the Intuit curriculum website and made available to teachers and students (“**Qualified Users**”).

5.2 Support. Intuit shall be responsible for maintaining its own support as may be required to implement and maintain the Content. Except as otherwise specified in this Agreement, Recipient shall be responsible for maintaining its own support as may be required to receive, implement, and maintain the Content.

5.3 Training. Intuit will provide optional training and resources as part of the Content within the Intuit curriculum website.

6. LICENSE GRANT

6.1 Intuit hereby grants to Licensee a limited non-exclusive and non-transferable, fully paid up, royalty-free license to use the Content for educational purposes only (i.e., instruction in general accounting and/or personal finance principles, solely in support of the Purpose, and not for accounting or personal finance services for the personal or commercial benefit of Licensee or others), during the Term of the Agreement.

6.2 Trademark License. Intuit hereby grants to Licensee a non-exclusive, non-transferable, non-sub-licensable, limited license within the Territory, during the Term of the Agreement, (i) to use solely the trademarks associated with any Content provided under this Agreement (“Marks”), (ii) solely as such Marks are provided to it by Intuit, and (iii) solely for display in connection with Licensee’s use and display of the Content pursuant to this Agreement during the Term and any renewal periods. All such use of the Marks shall be in accordance with Intuit’s policies regarding trademark usage, as posted by Intuit from time to time at: <https://www.intuit.com/legal/trademark/>, and each such use must be pre-approved in writing by Intuit. All use of the Marks by Licensee shall inure to the benefit of Intuit. Intuit will retain all right, title, and interest in and to its Marks worldwide, subject to the limited license granted to Licensee hereunder.

6.3.1 The Parties specifically agree, upon the other Party’s prior written approval, that they may use each other’s logos on digital media created in connection with this Agreement, if any. Intuit shall have the right to identify areas for which it does not wish Recipient to use the Intuit name and Marks and Recipient will honor such Intuit requests. Any other use of each other’s name and Marks in promoting the Donation shall

require the other's Party's prior written approval and shall be implemented in accordance with such Party's brand guidelines.

6.3.2 Subject to the approval rights set forth above, Intuit grants Recipient a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, limited license to use Intuit's name and Marks for the sole purpose of attributing this Donation, with prior review and written approval by Intuit. Recipient grants Intuit a non-exclusive, non-transferable, non-sub licensable, royalty-free, limited license to use Recipient's name and Marks to announce and promote the Donation. Any use of name and Marks, and announcements made by either Party must be provided to the other Party for prior written approval which shall not be unreasonably withheld or delayed before such announcement is made. Upon expiration or termination of this Agreement, (i) the licenses to use a Party's name and Marks granted herein shall immediately terminate, (ii) all use of a Party's name and Marks shall immediately cease, and (iii) each Party shall immediately remove, destroy, or return materials using the other Party's name and Marks back to such respective Party. Intuit reserves the right to revoke any license or right to use Intuit's name or Marks, at any time, at Intuit's sole discretion. If Intuit decides to immediately revoke any license or right to use Intuit's name or Marks, Intuit shall provide written notice to Licensee and Licensee shall immediately remove Intuit's name and Marks from all Services, and other materials provided by Intuit, including from Intuit's website and marketing materials.

6.3.3 If applicable, Intuit will seek prior written approval, and Recipient agrees it will cooperate with Intuit in identifying and obtaining information concerning any third party which Recipient plans to use in the distribution or implementation of the Services under this Agreement. Specifically, Intuit will require approval for use of such third party's logos, trademarks, or brand identity in connection with this Agreement.

6.4 No use of any Marks shall be permitted without the express written consent of the owner of such Marks.

7. LICENSE LIMITATIONS

7.1 Licensee may use the Content solely for educational purposes in collaboration with Licensee for the Term of this Agreement and may not use the Content for commercial purposes. Further, Licensee shall not charge for use of any materials which incorporate the Content, in whole or in part. All materials in connection with or based on the Content and Services, or which incorporate all or part of the Content and Services, shall be provided to Qualified Users free of charge.

7.2 Licensee may not sublicense its rights under Section 6 ("License Grant"), without the express written permission of Licensor.

7.3 Licensee may not reproduce the Content except as may be authorized by this Agreement, and may not deliver copies to, or rent, assign, loan, sell, lease, or sublicense the Content to anyone else or create derivative works based upon the Content or any part thereof. Licensee shall use its best efforts to prevent unauthorized duplication of the Content by Qualified Users or by Licensee's employees, students, or others with access to the Content and/or Services, except as necessary to perform under this Agreement.

7.4 All rights not expressly granted herein are reserved to Licensor.

7.5 Additional Restrictions. Because of the financial nature of Intuit's business, Intuit's products and services are not designed to appeal to children under the age of 13, and Licensee agrees that it shall not permit persons under the age of 13 to access or use the Content.

7.6 Each Party hereby acknowledges and agrees that (i) except for the limited licenses granted pursuant to this Agreement, neither Party has any right, title, or interest in or to the Marks or Content of the other Party, and (ii) all use by either Party of the other Party's Marks shall inure to the benefit of the Party owning such Marks. Neither Party shall apply for registration of the other Party's Marks (or any mark confusingly similar thereto) anywhere in the world, and shall not engage, participate, or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of the other Party's Marks.

8. OWNERSHIP

Each Party's Content, Services, and Marks are owned solely and exclusively by such Party or where applicable Party's affiliate. Each Party or where applicable Party's affiliate will retain all right, title and interest in and to its respective Content, Services, and Marks, and other intellectual property rights

worldwide, subject to the limited right and license granted to the other hereunder in connection with such Party's performance of this Agreement. Nothing in this License shall be construed to transfer to Licensee ongoing trademark, trade secret, copyright, patent or other right to Content, Services, and Marks, except the right to use pursuant to this Agreement. Subject to each Party's trademark requirements, and each Party's branding guidelines provided to each other and as may be updated from time to time, Licensee may use the Licensor Marks as provided in accordance with the Agreement.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

[RESERVED]

10. INDEMNIFICATION

[RESERVED]

11. LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF CONFIDENTIALITY AND/OR IN CONNECTION WITH THE INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 9 AND 10 ABOVE, OR SECTIONS 12, 13, 15, AND 18 BELOW, OR ELSEWHERE IN THE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. FURTHER, THE PARTIES AGREE THAT INTUIT WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY, HOWEVER ARISING, FOR: ANY LOSS OF DATA OR USE, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Intuit's role with respect to Recipient's Job Readiness Programs is limited to funding the Food Truck purchase, and Intuit assumes no liability in connection therewith. Recipient will accept and take title and registration with the applicable state government agency agencies, including all ownership, responsibility and liability in connection with the Food Truck, immediately upon purchase.

12. EXCLUSIVE USE

Licensee acknowledges and agrees that the Content may not be provided to anyone other than the Qualified Users, and solely for use as described hereunder.

13. TAX CONSEQUENCES

Intuit is donating Content to Licensee, a nonprofit organization. Intuit believes such contributions may be tax deductible. Licensee will acknowledge such contributions on a quarterly basis by providing Intuit with a letter containing the pertinent tax information, including but not limited to number of software copies received by Licensee. Licensee represents and warrants that (a) the software will be used and distributed in compliance with IRC Section 170(e)(3) (e.g., that the software will be used for the care of the ill, needy or infants) and similar United States legislation, (b) Licensee meets the requirements of IRC Section 501(c)(3), and similar United States legislation, and (c) Licensee shall maintain complete and adequate books and records pertaining to Licensee's performance under this Agreement, including, without limitation, receipt and distribution of the software, and it shall provide Intuit with copies of such books and records upon Intuit's request.

14. CONFIDENTIALITY

14.1 Confidentiality. The Parties will comply with the terms of any nondisclosure agreement ("NDA") executed by the Parties. To the extent permitted by law, the terms of such NDA shall govern the protection of Confidential Information (as defined below) disclosed under this Agreement, and such NDA shall be coterminous with this Agreement. If no such NDA exists, the Parties shall protect and keep confidential the existence of this Agreement, its terms and conditions and, except as otherwise expressly permitted under this Agreement, and any other information obtained from the other Party in connection with this Agreement

or related to the Donation that is identified as confidential or proprietary or that, given the nature of such information, or the Agreement, would reasonably be considered confidential or proprietary. This Agreement, in the manner of its disclosure, is deemed confidential and proprietary. The Parties agree to take all reasonable precautions to prevent unauthorized disclosure and use of such Confidential Information. By virtue of this Agreement, the Parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall include the software, the terms under and the existence of this Agreement, and all information of a confidential nature disclosed by one Party to the other, whether or not the information is marked "Confidential." All software code in source or object format shall be deemed to be Confidential Information whether or not it is marked as such. In particular, Confidential Information shall be deemed to include, without limitation, any trade secret, know-how, process, technique, algorithm, program, design, drawing, formula, test data, methods (including but not limited to the sequence of steps) used in preparing valuations, capital budgets, dividend and financial policy models, acquisition studies, valuations and/or project bids, relating to any work in process, future development, marketing, servicing, financial or personnel matter relating to Intuit, its present or future products, sales, suppliers, clients, employees, investors or businesses, whether in oral, written, graphic or electronic form. A Party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party; (v) is generally made available to third parties by the disclosing party without restriction on disclosure; or (vi) is required under applicable law or regulation. We agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after termination of this Agreement. The Parties shall not make each other's Confidential Information available in any form to any third party or use each other's Confidential Information for any purpose other than the implementation of this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that such Party uses reasonable efforts to request confidential treatment or a protective order before such disclosure; or on a "need-to-know" basis under an obligation of confidentiality to its legal counsel and accountants.

14.2 Licensee acknowledges and agrees that the breach of the provisions under this Section 14 may result in irreparable harm to Intuit and that Intuit will have the right to enforce this Agreement and any of its provisions by injunction, specific performance and/or other equitable relief without prejudice to any other rights and remedies that Intuit may have. Neither Party shall make any disclosure regarding the existence or content of this Agreement, except as required in performance hereunder, without the express prior written consent of the other Party.

15. PERSONAL DATA AND STUDENT INFORMATION

15.1 Intuit does not wish to receive and shall not accept any personal data of any kind in its performance of this Agreement. In particular, Intuit will not accept any student information of any kind, for any reason, in its performance of this Agreement.

15.2 Student information is not the property of Intuit.

15.3 Except as required to perform under this Agreement, no personally identifiable information ("PII") of any kind will be disclosed or provided to any third party (i) except with the prior written consent of the person, parent, or guardian, to whom such PII belongs; or (ii) unless required by statute or court order and the owner of such PII is given notice prior to such disclosure.

15.4 Intuit and Recipient each agrees it shall maintain reasonable administrative, technical, and physical safeguards to protect all information accessed, received, or processed during performance of this Agreement.

15.5 Intuit and Recipient each agrees it shall notify the other in the event of an unauthorized disclosure of any information received during performance of this Agreement.

15.6 Recipient represents and warrants that, if applicable, it shall ensure compliance with FERPA and all applicable laws.

15.7 The Parties acknowledge and agree that no PII will be shared. If at a future date the Parties mutually agree to share PII, then the following additional terms shall apply:

15.7.1 The Parties will provide a description of the means by which Recipient can request deletion of student PII if in the possession of Intuit.

15.7.2. Intuit shall not use student PII for any purpose other than those required for performance of, and authorized pursuant to, the Agreement.

15.7.3. The Parties will provide a description of the process by which a student, parent or legal guardian may review PII contained in student PII.

15.7.4. The Parties acknowledge and agree that access to student PII is limited solely to those individuals that are determined to have legitimate educational interests and are Parties to this Agreement.

15.7.5. No student PII shall be retained or made available to Intuit upon completion of the contracted services under this Agreement unless the student, or the student's parent or legal guardian so chooses.

16. PUBLICITY

Neither Party shall issue any press release regarding this Agreement, except as required in performance hereunder and with the express prior written consent of the other Party.

17. TERM AND TERMINATION

17.1 This Agreement shall commence on the Donation Effective Date and shall continue for three (3) calendar years, following which the Agreement shall terminate unless otherwise agreed by the Parties.

17.2 This Agreement may be terminated in the following cases:

17.2.1 This Agreement may be terminated by either Party, immediately, upon notice of termination sent in writing, in the event of a breach not remedied within thirty (30) days from the notification of such breach.

17.2.2 By Intuit, effective immediately, upon written notice of termination in the event of any violations of Section 18 ("Compliance with Anti-Corruption/Anti-Bribery and Global Trade Laws").

17.2.3 Upon written agreement executed by the Parties

17.3 Upon the expiration or termination of this Agreement, Licensee will cease use of the Marks. The provisions of Sections 1.3, 1.5, 1.6, 2, 3, 6.4, 7 through 16, this Section 17.3, 18 through 22, as well as corresponding provisions of any of the Exhibits, will survive any termination or expiration of this Agreement.

18. COMPLIANCE WITH ANTI-CORRUPTION/ANTI-BRIBERY AND GLOBAL TRADE LAWS

18.1 In conformity with the United States Foreign Corrupt Practices Act ("FCPA"), the Organization for Economic Cooperation and Development ("OECD"), and any other laws prohibiting bribery, money laundering, and other corrupt practices and behavior, and with Intuit's established corporate policies and [Supplier Code of Conduct](#), Recipient, its employees, and agents shall not directly or indirectly offer, give, pay, promise to pay, receive, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements to any person in whatever form (including without limitation, gifts, travel, entertainment, contributions, or anything else of value).

18.2 Recipient shall maintain true, accurate, and complete books and records with respect to all payments made to or for the benefit of third parties in connection with this Agreement or that relate in any way to the obligations set forth in this Agreement. In the event Recipient receives, at any time during the term of this Agreement and for three years (3) thereafter, any information causing concern that Recipient may have failed to comply with any provision of this Agreement, Intuit or its designee shall have the right to audit the Recipient's financial and other books and records relating to its obligations under this Agreement.

18.3 In rendering the services contemplated under this Agreement or in connection with the performance of any other obligation hereunder, Recipient shall, at its own expense, take (and cause third parties to take) all measures, actions and steps in order to ensure that no transactions or interactions with any persons

(natural or entities) included in lists maintained by the United States, or other applicable jurisdictions prohibiting transactions with and the export of U.S. products to certain entities, people and jurisdictions to include Cuba, Iran, North Korea, Syria, Russia and the Crimea, Donetsk ("DNR"), and Luhansk ("LNR") regions of Ukraine. In the event Recipient enters into a transaction or otherwise has an interaction with a person included in the aforementioned lists, it shall inform Intuit within a term not to exceed two (2) business days as of the date Recipient learned of such fact or circumstance. Such notice is not intended nor will it have the effect of relieving the Recipient of any liability under this Agreement or applicable law.

19. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

19.1 Each Party hereby warrants, represents, and covenants that it is a duly organized and existing company, has all requisite right, power, and authority and full legal capacity to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereunder.

19.2 Recipient shall: i) acquire and comply with any and all material licenses and approvals required under rules and regulations of any governmental entity or agency applicable to the performance of its obligations under this Agreement, and that it has made all disclosures required by such rules and regulations; ii) comply with all applicable laws and regulations and its applicable privacy and data use policies in handling, using, and disclosing any personal information in connection with this Agreement; and iii) shall employ reasonable safeguards to protect any personal information from loss, misuse, and unauthorized access or alteration during its storage, processing, and transmission, if any, including the use of industry standard computer security products, as well as industry standard procedures and practices.

19.3 Recipient shall, at Recipient's expense, maintain insurance policies in reasonable amounts that cover Recipient's activities and potential liability under this Agreement. Additionally, Recipient shall obtain and at all times maintain liability insurance applicable to all aspects of its ownership and operation of the Food Truck (including vehicle operation and food preparation), with Intuit listed as an additional insured on the liability insurance and policy limits of not less than \$5 million.

19.4 ALL CONTENT IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. INTUIT DOES NOT MAKE ANY REPRESENTATIONS OR ENDORSEMENT WITH REGARD TO THE ACCURACY, CURRENCY OR RELIABILITY OF THE CONTENT, OR SERVICES, INFORMATION, OR MATERIALS CONTAINED IN OR DERIVED FROM THE CONTENT, OR SERVICES. INTUIT MAKES NO WARRANTIES WITH RESPECT TO THE CONTENT, OR SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTIES' RIGHTS.

20. RELATIONSHIP OF THE PARTIES

Licensee's relationship with Intuit during the term of this Agreement will be that of an independent contractor. Licensee will not have, and will not represent that it has, any power, right or authority to bind Intuit, or to assume or create any obligation or responsibility, express or implied, on behalf of Intuit or in Intuit's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting Licensee and Intuit as partners or as creating the relationships of employer/employee, franchiser/franchisee, or principal/agent between the Parties.

21. NO WARRANTY

Licensee will make no warranty, guarantee or representation, whether written or oral, on Intuit's behalf.

22. GENERAL

22.1 Compliance with Law. Recipient will i) acquire and comply with any and all material licenses and approvals required under rules and regulations of any governmental entity or agency applicable to the performance of its obligations under this Agreement, including that it has made all disclosures required by such rules and regulations; ii) comply with all applicable law and Recipient's privacy policies in handling, using and disclosing any customer information; and iii) employ commercially reasonable safeguards to protect customer information from loss, misuse and unauthorized alteration during its storage, processing and transmission, including the use of commercially available computer security products, as well as standard procedure and practices.

22.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The Parties consent to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara County, California.

22.3 Assignment. This Agreement, its obligations, and the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or in part by Recipient without Intuit's express written consent.

22.4 Amendments. This Agreement may only be amended in writing and signed by both Parties.

22.5 Headings. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of the Agreement.

22.6 Counterparts. The Parties may execute this Agreement in counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

22.7 Entire Agreement. The Parties warrant that the person signing below has the right and authority to enter into this Agreement on behalf of the Party. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof. All notices and other communications will be in writing and will be delivered (i) by nationally recognized courier service, (ii) by registered first class mail, return receipt requested, or (iii) via email, with a confirmation receipt. No waiver or modification to this Agreement is valid unless in writing and signed by the parties. A waiver of a breach or a term of this Agreement will in no way be construed to be a waiver of any other term hereof or of future performance hereunder. Unenforceable or unlawful provisions may be severed in order to give binding effect to all other provisions, provided that this Agreement does not, as a result, fail of its essential purpose. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date of the later signature below.

INTUIT INC.

DEKALB COUNTY SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
LICENSED CONTENT**

QUICKBOOKS

1. LICENSED CONTENT

Licensed Content may include but is not limited to the following:

- **QuickBooks Online Advanced account**
 - Intuit will create one (1) voucher with a discount code valid for three (3) years. Online services not detailed below would be charged to Recipient and not covered by Intuit. Additionally, any upgrade/downgrades to the provided subscription shall invalidate the three (3) year discount and Recipient will be required to pay the list price as provided on the website.
- **GoPayment App**
 - Attached services would be charged to Recipient and not covered by Intuit. If Recipient cancels their GoPayment account at any time, Recipient acknowledges that their preferred rate will be forfeited. If Recipient decides to resubscribe at a later time, they will be required to pay the list price as provided on the website. Recipient shall receive the processing rates per transaction is provided below Recipient will be responsible for paying any future increase in the credit card processing rate.
 - Card Reader (debit/credit cards and digital wallets) -**2.3%**
 - Keyed-in (debit/credit cards) – **3.3%**
 - Invoice (debit/credit cards and digital wallets) – **2.8%**
 - Invoice (ACH bank payment) – **1% (Maximum Charge - \$10)**
 - Instant Deposit – **1.75%**
 - Additional Fees – **No fixed transaction or monthly fees**
 - Chargeback fee -**\$25**
 - Check return fee - **\$10**
 - ACH Insufficient funds fee - **\$25**
- **GoPayment Card Reader (hardware)**
 - Recipient shall receive a GoPayment Card Reader that will connect to their GoPayment app.
- **Apple Tablet device w/ Mounting Stand (to install the GoPayment App).**
 - Recipient shall be responsible for acquiring and maintaining their own cellular service account with the provider of their choice to connect the GoPayment app and applicable services.

In the event Recipient chooses to add additional services (e.g. QB Time or Payroll), Recipient will be asked to present a valid credit card to be charged on a monthly basis at the then-current fees for the QuickBooks services until Recipient cancels.

2. DELIVERY

Delivery of the licensed Content, as well as any workshops and other events, will be made virtually.

3. SERVICES

3.1 Intuit Services:

As part of the Donation, Intuit will provide the following services:

- Access to the Intuit Job Readiness Tools and Resources portal, available as updated from time to time, at: <https://www.intuit.com/company/corporate-responsibility/prosperity-hub/>. Such portal will include the following educational and resource tools:
 - a. Financial skills technology tools: Financial Literacy Foundations, TurboTax, and QuickBooks
 - b. Durable skills resources and tools: Intuit's "Design For Delight" ("D4D") toolkit
 - c. Career exploration workshops and events
 - d. Training for all Intuit Job Readiness resources

MAILCHIMP

1. Mailchimp Premium Plan- 100% off for 12 (twelve) months

a. Offer Terms

Discount applied to the monthly price of Mailchimp Premium Plan, 10,000 contacts and 150,000 email sends, is valid for the first twelve (12) months of service (the "Promotional Period"), starting from the date of enrollment. Upon expiration of the Promotional Period, the discount subscription may be extended annually for up to three (3) additional years. If your plan's contact or email send limit is exceeded, you will be subject to additional charges for [overages](#), which do not include the discount. Discount does not apply to add-on fees or one-time fees (excluding overages), such as additional contact blocks, transactional email (fka Mandrill) charges, SMS Marketing, Website plans, pay as you go credits, and Google ads. Additionally, the Discount 1) may not be applied to any accounts other than those originally selected; 2) cannot be applied to or otherwise used in conjunction with a prepaid plan; 3) may only be applied once per account; and 4) cannot be combined with any other discounts. You will immediately lose the offer if you change your plan type, pause, or cancel your account during or prior to the end of the promotional period. Once the discount ends, you will be automatically charged the Premium plan rate currently in effect without the discount based on your contacts and email sends. If you do not extend the annual subscription, downgrade your account to the Free plan, pause, or cancel your plan before the end of the promotional period, then you agree to make all payments owed for your account in accordance with our [Terms of Use](#), and you authorize Mailchimp to charge your payment method accordingly. Cannot be combined with any other offer. Discount has no cash value. Mailchimp accounts with compliance holds or violations are ineligible. Mailchimp may terminate or discontinue this promotion, or modify or change these terms and conditions and our fees and pricing structure, at any time. These offer terms do not replace Mailchimp's standard [Terms of Use](#) and [Global Privacy Statement](#), which continue to apply to your use of Mailchimp. All personal information will be handled in accordance with Mailchimp's [Global Privacy Statement](#). Terms, conditions, pricing, special features, and service and support options subject to change without notice.

b. Cancellation Terms

Details about how to downgrade, pause, or cancel a paid plan are in the [Guides and Tutorials](#) at any time, or ask a Support agent if you have questions. Accounts without a valid payment method on file when the promotional period ends will be immediately placed in a no-send state where you will be unable to send email campaigns until a valid payment method is provided or the account is downgraded to the Free plan. Your cancellation will become effective at the end of the monthly billing period. You will not receive a prorated refund; your access and subscription benefits will continue for the remainder of the billing period.

EXHIBIT B INTUIT FOOD TRUCK PROGRAM

1. PURPOSE

1.1 Recipient will develop the Food Truck Program and Intuit will provide reasonable support to Recipient, at Intuit's sole discretion, to help replicate the functions of a food truck business. The Food Truck Program may include, but is not limited to, the following functions:

- Culinary and Hospitality
 - Procurement and Inventory Management
 - Marketing and Business Development
 - Food Truck Maintenance and Repairs
 - Accounting and Record Keeping
 - Legal and Insurance
 - Health and Safety
 - Human Resources
 - Graphic Design
- Authentically engage students from Recipient's Job Readiness Programs within the school or district wherever possible to support the needs of the food truck business: culinary, graphic design, automotive, health sciences, marketing, etc.
 - Create standards and practices for student-employees to follow and model
 - Highlight the Food Truck Program within the local community through appearances at school and community events.

2. RESPONSIBILITIES OF THE PARTIES

2.1 Parties Responsibilities. The Parties shall:

- Conduct coordinated and collaborative planning sessions regarding the design and implementation of the Food Truck Program.
- Conduct working sessions with the students to build the food truck business, menu, and design of the truck wrap, which will require final approval by Intuit.
- Agree on points for sunseting the program at the appropriate time and place, including the destruction of Intuit brand assets.

2.2 Intuit Responsibilities. Intuit shall:

- Select, at its discretion, Procure as a payor only, and donate a Food Truck.
- Provide access to the Intuit for Education on Tools and a Food Truck Program Resource Guide to Recipient to use in connection with the Food Truck Program.
- Provide a tablet device for food trucks with software for processing food truck sales.
- Train teachers and students on QuickBooks Online for managing the finances of the Food Truck along with associated resources to educate students in personal finance and entrepreneurial finance.
- Provide training to teachers on the implementation of the Food Truck Program Resource Guide.
- Train teachers and students on resources for marketing their business using real world tools, such as Mailchimp.
- Provide Recipient with guidelines for (i) the design of the Food Truck wrap, (ii) promotion of the Food Truck, (iii) development of storytelling and communication resources.
- Approve the Food Truck wrap and any material prepared by Recipient containing Intuit branding.
- Provide Recipient with brand and communications guidelines.

2.3 Recipient Responsibilities.

- Recipient shall be solely responsible for the title, registration, taxes, maintenance, insurance, and any other such duties and obligations associated with the overall operation, maintenance, and ownership of the Food Truck, including but not limited to:
 - Obtaining necessary permits and licenses for operating a food truck business
 - Complying with local and state health codes and regulations
 - Any registration that may be required by local, state and/or federal laws
 - Carrying liability insurance to protect against potential lawsuits
 - Complying with food labeling and packaging requirements
 - Maintaining accurate records of food sources, storage, and preparation
 - Payment of any and all local, state and/or federal taxes
 - Ensuring the safety and correct operation of the Food Truck
 - Abiding by applicable laws and regulations
 - Complying with any other relevant regulations such as noise restrictions, parking regulations, and environmental regulations.
- Seek Intuit's approval on the design of the Food Truck wrap and any other materials prepared in connection with the Food Truck Program.
- Agree to photo/video releases and securing parental consent, whenever applicable, for the Intuit communications team to film and record story-telling elements related to the Food Truck Program rollout and implementation.
- Support community appearances of the Food Truck with students over the course of the school year. These can be school events, athletic events, community fairs and festivals, and other such events as mutually agreed upon by the Parties on a yearly basis.
- Report back to Intuit at the conclusion of the school year, highlighting storytelling and impact metrics based on agreed upon program outcomes at the school.
- Comply with any other such reporting requirements set forth in the Agreement.
- Agree to participate in quarterly check-ins and reflection/feedback sessions to monitor program progress, identify learnings and challenges.
- Destroy Intuit brand assets upon termination of the Agreement, including but not limited to removal of Intuit branding from Food Truck, destruction of any guidelines and/or training materials provided by Intuit or jointly created in connection with the Food Truck Program.
- Collaborate with Intuit on the development of marketing content in support of the Food Truck Program.

3. RESTRICTIONS

The Food Truck shall be used to support Recipient's Job Readiness Programs as aligned with goals and objectives established between the Parties. Notwithstanding the foregoing, Intuit acknowledges the Food Truck might also be used to support food service operations.

4. PROGRAM METRICS, REPORTING

4.1 Recipient will report back to Intuit on a monthly basis using provided reporting templates on following metrics:

- Student Metrics
 - Number of students utilizing the Food Truck in Job Readiness or CTE programs
- Food Truck Metrics
 - Event participation
 - # of meals served / # of customers served

4.2 Recipient will report back to Intuit quarterly using provided reporting templates, on the following metrics:

- Completion of Intuit-developed NPS surveys by students, teachers, administrators
- Number of workshops/experiences provided
- Efficacy - how to measure student outcomes (Potential participation in 3rd party evaluation)