

TERMINATION AND SETTLEMENT AGREEMENT

This Termination and Settlement Agreement (“Agreement”) is entered into by and between Frontline Technologies Group LLC dba Frontline Education (“Frontline”) and Santa Rosa City Schools (“District”) effective as of December 31, 2022, (together the “Parties”).

WHEREAS, Frontline and District entered into a Frontline Customer Order Form with an effective date of December 20, 2021 (the “Order Form”) whereby the District acquired, inter alia, a subscription to Frontline’s Human Resources Management System (“HRMS”) product suite, which includes a module known as Position Control;

WHEREAS, Frontline has been working to integrate the Position Control module with its Enterprise Resource Planning (“ERP”) product and has now determined it will cease working on such integration (“the Position Control - ERP Integration”);

WHEREAS, the District has decided that it wishes to cease utilizing the Position Control module but wants to continue to utilize the remainder of the modules in the HRMS suite;

WHEREAS, Frontline has agreed to the District’s termination of its subscription to the Position Control module;

WHEREAS, the Parties wish to enter into a general mutual release regarding the District’s termination of its Position Control subscription; and

NOW THEREFORE, intending to be legally bound, the Parties agree to the following:

1. Termination of Position Control Subscription And Subscription Fee Credit. The District’s subscription to the Position Control module shall terminate as of December 31, 2022. District will receive a credit towards future subscription fees due and owing Frontline in the amount of \$181,984.
2. Release By District. In consideration for the promises and agreements herein, District, including its parent, subsidiary, affiliate or related entities, employees, officers, directors, representatives, attorneys, partners, shareholders, and agents, unconditionally, irrevocably and absolutely releases and discharges Frontline, as well as all present and former parent, subsidiary or related entities and all present and former employees, independent contractors, officers, directors, representatives, attorneys, partners, shareholders, agents, successors and assigns of Frontline (collectively, “The Frontline Released Parties”), from all claims related in any way to the Order Form, the Position Control - ERP Integration or the use of the Position Control module, the acts and omissions of Frontline related thereto, and all losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with the Order Form, the Position Control - ERP Integration or the use of the Position Control module. District hereby generally releases and discharges

The Frontline Released Parties from any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected (hereinafter "claims"), which District ever had or now has against The Frontline Released Parties arising out of or relating to any matter, thing or event occurring up to and including the date of this Agreement, exclusive of a claim for breach of this Agreement. **THIS IS A GENERAL RELEASE OF ALL CLAIMS.** This release is intended to have the broadest possible application and includes, but is not limited to, any and all tort, contract, common law, constitutional or other statutory claims, and any and all claims for attorneys' fees, costs and expenses.

3. Release By Frontline. In consideration for the promises and agreements herein, Frontline, including its parent, subsidiary, affiliate or related entities, employees, officers, directors, representatives, attorneys, partners, shareholders, and agents, unconditionally, irrevocably and absolutely releases and discharges District, as well as all present and former parent, subsidiary or related entities and all present and former employees, independent contractors, officers, directors, representatives, attorneys, partners, shareholders, agents, successors and assigns of District (collectively, "The District Released Parties"), from all claims related in any way to the Order Form, the Position Control -ERP Integration or the use of the Position Control module. Frontline hereby generally releases and discharges District from any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected (hereinafter "claims"), which Frontline ever had or now has against The District Released Parties arising out of or relating to any matter, thing or event occurring up to and including the date of this Agreement, exclusive of a claim for breach of this Agreement. **THIS IS A GENERAL RELEASE OF ALL CLAIMS.** This release is intended to have the broadest possible application and includes, but is not limited to, any and all tort, contract, common law, constitutional or other statutory claims, and any and all claims for attorneys' fees, costs and expenses.
4. No Admissions. By entering into this Agreement, the Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct or practice, and dispute that any unlawful conduct occurred. It is understood that this settlement is not an admission of liability, but is in compromise of disputed claims that remain untested; that there has been no trial or adjudication of any issue of law or fact herein; and that the Parties deny liability and intend merely to avoid further litigation and expense by entering into this Agreement. The Parties further agree that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings involving any of the Parties, except an action to enforce or interpret this Agreement.
5. No Third Party Beneficiaries. The Parties hereto do not intend to create any rights in third persons and the Parties agree that there are no third party beneficiaries to this Agreement. No person other than a Party to this Agreement or a releasee as set forth

above may enforce the terms of this Agreement, claim the right to benefit from its provisions, or rely upon the existence of its terms or conditions for its benefit.

6. Confidentiality. The Parties agree that the terms and conditions of this Agreement, as well as the underlying facts resulting in this Agreement, but not the mere existence of this Agreement, shall remain strictly confidential and shall not be disclosed to any other person, specifically including, but not limited to, any current or former employee or agent of the Parties; however, the Parties may disclose such terms and conditions to their attorneys to the extent needed for legal advice.] None of the Parties, nor anyone to whom the confidential information has been disclosed will respond to, or in any way participate in or contribute to, any public discussion, notice or other publicity concerning this Agreement, provided that the Parties may state that “this matter has been resolved” and/or “the Parties have amicably terminated their subscription to ERP” or similar words to that effect. Notwithstanding any other provision herein, nothing in this Agreement shall limit the District’s or Frontline’s rights or obligations to make disclosures to the extent necessary to comply with this Agreement, or with a subpoena or lawful process after providing advance notice to the other Parties, to permit then an opportunity to intervene and seek a protective order.
7. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term.
8. Applicable Law; Venue. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California. The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts in Santa Rosa, California in any action to enforce, interpret, or construe any provision of this Agreement, and also hereby irrevocably waive any defense of improper venue or forum non conveniens to any such action brought in those courts. The Parties further irrevocably agree that any action to enforce, interpret or construe any provision of this Agreement will be brought only in those courts and not in any other court.
9. Non-Disparagement. Each Party agrees that it shall not make any derogatory or negative statement or communication about the other Party, and the District further agrees that it shall not make any derogatory or negative statement or communication about any Frontline products.
10. Binding on Successors; Survival. The Parties agree that this Agreement shall be binding on, and inure to the benefit of, their successors, heirs and/or assigns. Each of the representations, warranties, and covenants described in this Agreement shall survive the execution of this Agreement, the execution, delivery, and the performance of all obligations described herein.

11. No Assignment. The Parties warrant and represent that they have not assigned or transferred to any person not a party to this Agreement any released matter or any right to any payment or other consideration provided by any of the Parties pursuant to this Agreement. The Parties agree to defend, indemnify and hold any of the other Parties harmless from any and all claims based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.
12. Full Defense. This Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted or attempted by any of the Parties in breach hereof (a "Breaching Action"). The Parties agree that in the event a Breaching Action is instituted by any of the Parties, the other Parties (who did not institute such Breaching Action) shall be entitled to an award of reasonable costs and attorneys' fees incurred in connection with enforcing this Agreement, to the fullest extent permitted by law.
13. Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.
14. Joint Drafters. Counsel for all Parties have been involved in the drafting and negotiation of this Agreement. Thus, no rule of law that ambiguity in an agreement will be construed against the drafter shall be applied in interpreting this Agreement.
15. Captions. Captions and paragraph headings are inserted in this Agreement solely for convenience and shall not be deemed to restrict or limit the meaning of text.
16. Authority of Signatory. Each of the Parties represents and warrants that the person whose signature appears below has full power and authority to execute this Agreement on each of the specified Parties' behalf.
17. Counterparts. The Parties agree that this Agreement may be executed in identical counterparts. The Agreement will be binding and enforceable on all of the Parties even though signed in counterparts. Counsel for the Parties will provide opposing counsel with a complete set of signed counterparts. A signature sent via electronic mail or facsimile shall be deemed the equivalent of an original signature.
18. Waiver of Unknown Claims (California Civil Code Section 1542). It is the intention of the Parties that this Agreement shall be effective as a full and final accord and satisfactory release of each and every matter specifically or generally referred to. In furtherance of

this intention, the Parties acknowledge that each is familiar with Section 1542 of the Civil Code of the State of California, which provides as follows (“Section 1542”):

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties hereby waive and relinquish any rights and benefits which they may have under Section 1542, or any other similar rules or laws in any other state or jurisdiction, including the State of Washington, limiting a general release to claims known to the Parties at the time of executing this Agreement. The Parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but it is the Parties’ intention to fully, finally and forever settle and release any and all claims, matters, disputes, and differences, known or unknown, suspected and unsuspected, which now exist, may exist, or heretofore have existed, up to and including the date of this Agreement, against each other. In furtherance of this intention, the releases herein shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different facts. Each of the Parties represents and warrants that none of the Parties has initiated any legal action or claim against any of the other Parties in any other court, state, or venue.

In witness whereof, the Parties execute this Agreement through their duly authorized signatories below.

Santa Rosa City Schools

Frontline Technologies Group LLC

By:

By:

Name: Anna Trunnell

Name:

Title: Superintendent

Title: