

Marijuana Prevention Program Agreement

This Marijuana Prevention Program Agreement ("Agreement"), dated 09/15/23, and effective as of the Effective Date (defined below), is entered into at Santa Rosa, California by and between Santa Rosa City Schools, having an office at 211 Ridgway Avenue, Santa Rosa, CA 95401, ("Client"), and Panaptic, Inc., a California corporation, having an office at 930 Mendocino Avenue, Santa Rosa, California 95401 ("Panaptic"). Client and Panaptic are also referred to in this Agreement individually as "Party" and collectively as "Parties."

RECITALS

1. Panaptic is the developer of a comprehensive evidence-based Marijuana Prevention Program for Client to utilize with its students, students' parents, and educators (the "Program").
2. The Program is based on prevention research and studies, and provides the Client with a community prevention platform targeting teenagers by integrating E-learning prevention courses and additional interactive services.
3. Client desires to launch and sustain the Program for its students and for parents and educators who support the students' learning and well-being.
4. Accordingly, Client and Panaptic desire to enter into an agreement under the provisions set forth below, providing for Panaptic's ongoing services to Client to implement the Program.

NOW, THEREFORE, in consideration of the promises contained herein and intending to be bound hereby, the Parties hereto agree as follows:

1. *Professional Services & Deliverables.* Panaptic shall provide the services identified in the Scope of Work attached as **Exhibit A**. Panaptic warrants and represents that all individual representatives of Panaptic shall possess the licenses, skill, education, and training necessary to provide such services.
2. *Client Obligations.* Client shall cooperate with Panaptic in the provision of the Program. Client shall provide Panaptic with the name, email, and telephone contacts of the students, students' parents, and educators who will participate in the Program (collectively "Users"). For any User who is a minor, Client shall ensure, and shall confirm to Panaptic, that Client obtained User's parental authorization to participate to the Program.
3. *Payment.* Sonoma County Health and Human Services shall pay Panaptic the Program Fees according to the Payment Schedule outlined in Exhibit A.

4. *Effective Date.* This Agreement shall be effective, commencing as of 9/15/2023 and shall continue in effect thereafter from year to year, unless notice is given by either party to the other of termination of this Agreement on the expiration of its original period or on the expiration of any one of such additional yearly periods. Any notice of termination must be given at least 90 calendar days before the termination date. Notwithstanding the above, this Agreement shall not continue for more than five (5) annual terms and if renewed, shall automatically expire on 9/15/2028.
5. *Confidential Information.*
 - (a) Confidential Information includes any personal information identifying or concerning any User (including User's name, birth date, and email and telephone contacts) that is provided to Panaptic; any personal information regarding any other individual affiliated with Client; and any information regarding Client's internal policies, rules, and disciplinary practices, and counseling policies, methods, and procedures.
 - (b) Panaptic shall not use confidential information for any purpose other than to carry out its obligations under the Program. Panaptic: (a) shall not disclose Confidential Information to any employee or contractor of Panaptic unless such person needs access in order to carry out the Program and executes a nondisclosure agreement with Panaptic; and (b) shall not disclose Confidential Information to any other third party without prior written consent by the subject of the Confidential Information.
 - (c) Without limiting the generality of the foregoing, each Party shall protect confidential information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Each Party shall promptly notify the other Party of any misuse or misappropriation of confidential information that comes to the notifying Party's attention. Notwithstanding the foregoing, a Party may disclose Confidential Information in response to an order of a governmental authority with competent jurisdiction, provided that the Party subject to such disclosure order shall give prompt notice to the other Party of any such legal or governmental demand and shall reasonably cooperate with any effort to seek a protective order or otherwise to contest such required disclosure.
 - (d) *Research Data.* Notwithstanding to the above sections 5 a) and 5 b), Client acknowledges and agrees that Panaptic may collect and maintain Research Data resulting from the analysis of the Program's results, which is useful for ongoing research purposes, Program evaluations and improvement of Program effectiveness. Panaptic shall remove or change from the Research Data any Confidential Information that could identify any User or Client or any individual affiliated with Client, and shall not share or disclose Confidential Information without prior written consent from any and all Users depicted in said Research Data and from Client.

6. *Ownership Of Intellectual Property.*
- (a) Any and all discoveries, copyrightable works, creations, trademarks, patents or inventions (including improvements and modifications) (collectively, “Intellectual Property”) that Panaptic has, solely or jointly with others, conceived or made previously or may conceive or make during the period of this Agreement, without limitation, shall be the sole and exclusive property of Panaptic. Panaptic retains all rights, titles, and interests in and to the Program, including all software used to provide the Program and all logos and trademarks reproduced through the Program, and this Agreement does not grant Client any intellectual property rights in the Program or any of its components.
 - (b) The written, printed, graphic, or electronically recorded materials furnished by Panaptic for use by the Client are Proprietary Information and the property of Panaptic. Proprietary Information also includes any and all information (excluding information in the public domain and any information generally known in the industry) related to any business of Panaptic, including each and every plan, business plan, business method, advertising or promotional plan, business process, procedure, invention, format, trade secret, computer program, as well as all business data, business data configurations, drawings, designs, marketing techniques, information concerning pricing and pricing policies, discounts, rebates, marketing and production information, data and techniques, supplies, methods and manners of operations, specific customer requirements, customer lists, and potential customer lists.
 - (c) Client and its employees, contractors, and agents shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information or confidential information or know-how belonging to Panaptic, whether or not in written or permanent form, except to the extent necessary to perform the services contemplated by this Agreement. On termination of services by Panaptic, or at the request of Panaptic before termination, Client shall deliver to Panaptic all material in Client’s possession relating to Panaptic’s business.
 - (d) Client hereby grants Panaptic a license to include Client’s primary logo in any Program material, including but not limited to Panaptic’s online Program interface for the purpose of customizing Client’s branding of the Program.
7. *Indemnification.* Each Party shall hold harmless, defend, and indemnify the other Party and its officers, directors, shareholders, employees, agents, and representatives, against any third party claim, suit, or proceeding arising out of or related to the indemnifying Party’s alleged or actual use of or misuse of Program services or User information or other violation of this Agreement, including without

limitation (i) claims by Users, students, parents, subscribers, and employees, and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information (collectively, any “Indemnified Claim”).

IN NO EVENT WILL PANAPTIC BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8. *Termination.* If this Agreement is terminated for any reason whatsoever, whether by expiration of its term or otherwise, all future and continuing rights and obligations under it will terminate, except for:
 - (a) The obligations to create reports, to pay all sums accrued under this Agreement, and to maintain the confidential nature of the Program information will survive after termination of this Agreement.
 - (b) All of Client’s obligations to return documents and other items will survive termination of this Agreement.
 - (c) Any claim or cause of action for breach or violation of this Agreement existing as of the date of termination will survive termination of this Agreement and remain in full force and effect until such rights and obligations are fully discharged.
 - (d) All rights and obligations of the parties under Section 7 of this Agreement relating to indemnification and this Section 7 shall survive termination of this Agreement.
9. *Events of Default.* Each of the following will constitute an “Event of Default” under this Agreement:
 - (a) Sonoma County Health and Human Services fails to pay any amounts due under this Agreement and such default continues for 30 days after such payment is due.
 - (b) Either Party fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by that Party and such default continues for 30 days after such performance is due, unless within that time period the defaulting Party has commenced and continues diligent efforts to remedy the default, in which event the defaulting Party shall have up to 45 days after such performance is due to remedy the default before an Event of Default occurs.
10. *Remedies.* In the Event of Default, the Parties shall be entitled to the following remedies:

- (a) Either Party may terminate this Agreement immediately, without prejudice to any other rights or claims that the terminating Party may have against the other Party.
- (b) If Sonoma County Health and Human Services is in default on any payment due under this Agreement, the amount in arrears will bear interest at the rate of six percent (6%) per annum from the date of the default until the amount is paid in full. This interest will be compounded annually from the date of default and shall be payable on demand.
- (c) Because Sonoma County Health and Human Services's breach of this Agreement may cause Panaptic irreparable harm for which money is inadequate compensation, Panaptic shall be entitled to obtain injunctive relief, in addition to all other rights and remedies available to Panaptic, without the necessity of posting a bond or other form of security (unless otherwise required by law).

GENERAL PROVISIONS

11. *Representations and Warranties.*
- (a) The Parties have the power to enter into and perform this Agreement, and the education, training, licensure, and credentials necessary to carry out perform the services set forth in Exhibit A, and the execution of this Agreement has been duly authorized by all necessary corporate action.
 - (b) This Agreement constitutes a valid and binding obligation on each Party, enforceable in accordance with its terms.
 - (c) No suit, action, arbitration, legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting the parties, their business or properties, their financial or other condition, or the transactions contemplated under this Agreement.
 - (d) No consent or approval of any other person or governmental authority is necessary for this Agreement to be effective.
 - (e) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by it would constitute a default or violation of the parties' articles of incorporation, bylaws, or any license, lease, franchise, mortgage, instrument, or other agreement.
12. *Prohibition of Assignment and Delegation.* Neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party to this Agreement, which consent may be withheld in that party's sole and absolute discretion. Despite such consent, no

assignment will release the assignor from any of its obligations or alter any of its primary obligations to be performed under the Agreement.

Any attempted assignment or delegation in violation of this provision is voidable at the option of the nonassigning and nondelegating party and will entitle that party to terminate this Agreement.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

13. *Binding Effect.* This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of Client and Panaptic.
14. *Notice.* All notices, consents, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be made by either electronic mail, overnight delivery service, facsimile transmittal, or deposit in the United States mail, postage prepaid, addressed to the party as set forth below:

To Panaptic, Inc.:

930 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401

To Santa Rosa City Schools:
211 Ridgway Avenue
Santa Rosa, CA 95401
shoyos@srcs.k12.ca.us

Delivery shall be effective on (1) confirmation of email receipt; (2) confirmation of delivery by courier service, (3) the first business day after transmission if sent by facsimile transmission or (4) 3 days after deposit in the United States mail.

Any party may change its address for purposes of this paragraph by giving written notice of its new address to the other party in the manner set forth above.

15. *Headings.* The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

16. *Word Usage.* Unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.
17. *Ambiguities.* Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
18. *Severability.* Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.
19. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.
20. *Amendments/Modification of Agreement.* This Agreement may be supplemented, amended, or modified only by the parties' mutual agreement. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties.
21. *Integration.* This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
22. *Exhibits.* The attached exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference:
 - (a) Exhibit A – Scope of Work.

If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provision of this Agreement will prevail.
23. *No Waiver.* No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach,

failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

24. *Governing Law and Choice of Forum.* This Agreement, and any dispute arising from the relationship between the parties to this Agreement, will be governed and determined by law, including any laws that direct the application of another jurisdiction's law. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) will be resolved exclusively in California State Superior Court County of Sonoma, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.
25. *Attorney Fees.* In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Client and Panaptic have caused this Agreement to be executed by their respective duly authorized officers on the dates and at the places indicated below.

Client Name

Witness: _____ By: _____

_____ Date: _____

Panaptic, Inc.

Witness: _____ By: _____

_____ Date: _____

EXHIBIT A – SCOPE OF SERVICES FOR MARIA CARRILLO HIGH SCHOOL

1. *Training for the use of E-Learning:* Panaptic will provide an initial planning session to Client, Maria Carrillo High School. Panaptic will provide one (1) overview and one detailed session to Client's project leader. This training will include an overview of E-Learning implementation; an orientation for E-Learning courses and user engagement; and all necessary training on use of the Program for all Users. Panaptic and Client shall mutually agree upon time and place of such training.
2. *Program Fee and Schedule:*
 - (a) The program fee is \$75 per student; for the term of the contract, this fee includes E-Learning course access for each student, a parent/guardian for each student, and 25 educators.
 - (b) Sonoma County Health and Human Services is responsible to pay the balance to Panaptic in the amount of \$9,000 and is due no later than 10 days prior to the initiation of the prevention program, which is scheduled to start on September 1, 2023.
 - (c) Any additional live workshops not outlined in Exhibit A will be charged to Sonoma County Health and Human Services separately.
3. *E-Learning Programs:* Client will receive access to three (3) distinctly created E-Learning courses for students, parents, and educators. All courses include dynamic content that improves outcomes through video instruction, interactive content, and quizzes. Each course captures accurate assessment of each groups' strengths and weakness through the use of pre- and post-test surveys.
4. *Licenses:*
 - (a) A license must be given to each User in order to access our e-learning courses which includes use by students, parents/guardians and educators. As determined in Panaptic needs assessment, Client will receive the following licenses:
 - (i) 120 Maria Carrillo High School student licenses (30 licenses for 9th grade students, 30 licenses for 10th grade students, 30 licenses for 11th grade students and 30 licenses for 12th grade students)
 - (ii) 120 Maria Carrillo High School parent licenses
 - (iii) 25 Maria Carrillo High School educator licenses.
 - (b) Duration of License: Each license will grant access starting at the beginning of the Program start date September 1st, 2023 for a period of 365 days.

- (c) Panaptic shall send Student, parent and educator links prior to the implementation date at a designated time agreed upon by the Client and Panaptic. Panaptic will provide each User instructions for how to access the course. Client will also be given a weblink to a branded landing page with access to all courses.
 - (d) Lorna Mc Bade, Restorative Specialist, the designated Client official at Maria Carrillo High School, will be granted administrator access to the E-Learning platform to review completion updates in real time.
 - (e) In order to insure confidentiality of all E-learning users, individual scores or assessment data will not be provided. Administrative access will be denied upon termination of the licensing Agreement.
5. *Course Research Summary:* Panaptic shall provide Client with research findings based on pre-and post-survey questions in order to enable Client to learn more about the attitudes, beliefs and behaviors of its students, parents and teachers. Client will also receive a yearly prevention summary that contains data to evaluate the prevention program's effectiveness and recommendations for future prevention programming. Any Confidential Information that could identify User will be changed or removed to protect User's privacy and ensure the integrity and strength of the surveys.
6. *Custom-Branded Landing Page:* Panaptic will provide Client with a custom-branded E-Learning landing page build based on design and formatted files provided by the Client with school logo, choice of two school colors, licensed images, and website background color palette.