



# Order

Order Number Q-340727-1  
 Created Date 8/22/2024  
 Expiration Date 9/21/2024

Billing Entity Agile Sports Technologies, Inc. dba Hudl  
 600 P Street, Suite 400  
 Lincoln, NE 68508

## Address Information

Customer Name	Elsie Allen High School	Ship To	Elsie Allen High School
Bill To Email	khayes@srcs.k12.ca.us		Kathy Hayes
Bill To	599 Bellevue Ave Santa Rosa, California 95407 United States		khayes@srcs.k12.ca.us 7078903810 986 Keegan Drive Santa Rosa, California 95407 United States

## Terms

Start Date	8/23/2024	Billing Frequency	Annual
End Date	8/22/2025	Payment Terms	Net 30
		Payment Method	Check

## Product and Services

Legal Category	Product	Quantity	Sales Price	Service Days	Grand Total
Services	Hudl Silver	1 -	USD 900.00	365	USD 900.00
Services	Playtools	1 -	USD 199.00	365	USD 199.00

Total Price: USD 1,099.00

## Authorized Signature

Signature:	Signature:  <small>Lisa August (Aug 27, 2024 17:50 PDT)</small>
Name:	Name: Lisa August
Title:	Title:
Date:	Date: 08/27/2024

## Terms and Services

- 1 This Order and Organization's purchase and use of the Products described on this Order are governed by the signed agreement between the parties, or, if no such agreement exists, the Hudl Organization Terms of Service found at [www.hudl.com/eula](http://www.hudl.com/eula)
- 2 The Invoice will be sent 30 days before the start date indicated above or once the Order is executed by both parties (whichever is later).
- 3 Prices shown above do not include any taxes that may apply; any such taxes are Organization's responsibility. Tax-exempt Organizations must provide a copy of their certificate of exemption to Hudl. This is not an invoice.
- 4 If this Order is returned to Hudl after the start date indicated above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. Any Hudl products currently used or purchased by Organization, including those listed above, will remain effective for the remainder of the current Subscription Term.

August 16, 2024

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

Re: Agreement for Legal Services – 2024-2025  
Santa Rosa City Schools  
Burke, Williams & Sorensen, LLP

Dear Superintendent Morales:

We are pleased to represent Santa Rosa City Schools with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which **BURKE, WILLIAMS & SORENSEN, LLP** (“Burke”) and **SANTA ROSA CITY SCHOOLS** (“Client”) agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication, and we would invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation or the matters described herein.

**1. CONDITIONS.** The effective date of this Agreement will be August 16, 2024 through June 30, 2025. This Agreement shall remain in effect until terminated by either party in accordance with the terms contained herein or by mutual agreement of the parties.

**2. SCOPE OF SERVICES.** Client hires Burke to provide legal services as directed by the Superintendent, administrators, or the Governing Board with respect to its general legal, litigation, labor, personnel, business, real estate, educational, student and governance matters, as well as charter school authorizer matters, if needed. No representation outside of the services set forth herein shall be provided by Burke to Client. No representation of any directors, officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in this Agreement. Client will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
August 16, 2024  
Page 2

and to respond to all inquiries of Client. Services in any matter not described herein will require a separate written request from Client.

**3. CLIENT'S DUTIES.** Client agrees to be truthful with Burke, to cooperate, to keep Burke informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Burke's bills on time, and to keep Burke advised of Client's address, telephone number, and whereabouts. Client will assist Burke in providing necessary information and documents and will appear when necessary at legal proceedings.

**4. CONFLICTS OF INTEREST.** Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed in Attachment "A". Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this letter represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

**5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter by Burke's legal personnel. Current hourly rates for legal personnel are set forth in Attachment "A" to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. If Client declines to pay increased rates, Burke will have the right to withdraw as attorney for Client.

The time charged will include the time Burke spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
August 16, 2024  
Page 3

spent. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out-of-town.

## **6. COSTS AND OTHER CHARGES.**

(a) Burke will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, unavoidable administrative staff and secretarial overtime, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying/page:	\$ .20
In-office color photocopying/page	\$ 0.25
Facsimile charges/page:	\$ 1.00
Mileage/mile:	\$ .67 (per IRS notices)
Other:	

(b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Burke's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators or support services to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
August 16, 2024  
Page 4

**7. BILLING STATEMENTS.** Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter or any fact or circumstance that would render Burke's continuing representation unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Burke will, upon Client's request, deliver Client's file, and property in Burke's possession unless subject to the lien provided in Paragraph 9 above, whether or not Client has paid for all services.

**9. DOCUMENT RETENTION POLICY.** Client is entitled upon written request to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client.

All client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these client materials

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
August 16, 2024  
Page 5

within 45 days of notice, or Client may direct Burke to forward the client materials to Client, at Client's expense. If within 45 days of this notice Client fails to retrieve the client materials or request Burke to forward them, Client authorizes Burke to destroy the client materials.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain with Burke.

**10. TECHNOLOGY.** At its discretion, unless otherwise stated, Burke will employ technology to facilitate electronic discovery. This may include scanning of paper documents, culling of documents, converting electronically stored information into a format suitable for review, the usage of electronic review software, etc. Applicable associated costs, including electronic storage and transfer costs, will be billed to Client.

**11. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Burke's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

**12. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.** If a dispute arises out of or relating to any aspect of this Agreement between Client and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under its then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in San Jose, California, unless we mutually select another

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
August 16, 2024  
Page 6

venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should you refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. You should realize that by accepting the arbitration provision, YOU WILL WAIVE YOUR RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

\_\_\_\_\_(Client Initial Here)      \_\_\_\_\_(Burke Initial Here)

**13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**15. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

**16. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
August 16, 2024  
Page 7


DATED: \_\_\_\_\_

**SANTA ROSA CITY SCHOOLS**

By: \_\_\_\_\_  
DR. DAISY MORALES  
SUPERINTENDENT

DATED: August 16, 2024

**BURKE, WILLIAMS & SORENSEN, LLP**

By:  \_\_\_\_\_  
JOHN R. YEH

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools  
August 16, 2024  
Page 8

Attachment "A"

Rates for Attorneys and other timekeepers through June 30, 2025.

\$315	John R. Yeh
\$280	Associates

WHEREAS, it is the desire of the Governing Board of the Santa Rosa City Schools (hereafter referred to as the "District") to enter into an agreement with **Beyond Equity in Education, LLC** as an Independent Contractor (hereafter referred to as BEE); and

WHEREAS, such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program and will supplement assistance offered by state and county authorities and not replace such assistance; and

WHEREAS, Government Code Section 53060 authorizes the District to enter into contracts to obtain special services;

WHEREAS, the District desires to engage BEE to as more particularly described in Exhibit A (hereinafter "Scope of Work") and as such is made a part of this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and BEE, the Parties hereby agree as follows:

**I. PROFESSIONAL CONSULTANT SERVICES**

BEE agrees to provide the District with professional consultant services as more fully set forth and specified in the Scope of Work (Exhibit A), incorporated herein for all purposes and made a part of this Contract by reference.

**II. DISTRICT COOPERATION**

In order to perform the Scope of Work, BEE may require information about the District. The District understands and agrees to cooperate with BEE by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of BEE. On occasion, BEE may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

### **III. TERM**

The period covered by this Agreement begins **September 30, 2024**, and shall terminate **June 30, 2025**.

The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

### **IV. EVIDENCE OF INSURANCE**

BEE agrees to carry and maintain comprehensive or general liability Insurance in the coverage amounts required by the District. The liability insurance policy required by the District shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District.

### **V. FEE FOR SERVICES**

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Contractor \$250 an hour invoiced on a monthly basis. The District agrees to pay the invoice within 30 days of submission.

### **VI. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT**

BEE shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that BEE, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.

### **VII. DISPUTE RESOLUTION**

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure Section 1280 et. seq. Judgment

on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

#### **VIII. TERMINATION**

In the event BEE fails or refuses to reasonably perform the provisions of the Scope of Work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. BEE shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

In the event that the District terminates this Contract, or the Parties mutually agree to terminate this Contract, BEE shall be compensated based on the percentage of work completed as of the date of termination.

#### **IX. ATTORNEY'S FEES**

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

#### **X. NOTICES**

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

All notices, demands, requests or approvals from BEE to District shall be addressed to the District at:

Santa Rosa City Schools

ATTN: Dr. Daisy Morales, Superintendent

211 Ridgeway Ave.

Santa Rosa, CA 95401

All notices, demands, requests or approvals from District to BEE shall be addressed to Beyond Equity in Education, LLC at:

ATTN: Bay Jones, Ph.D.,

Beyond Equity in Education, LLC

3645 Midway Drive

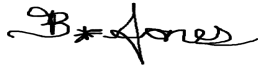
Santa Rosa, CA 95405

**XI. APPROVAL**

In executing this contract, persons signing on behalf of BEE or District represent that each has the authority to do so.

This contract is hereby agreed upon this \_\_\_\_ day of \_\_\_\_\_ 2024.

AGREED:



\_\_\_\_\_

Bay Jones, Ph.D., CEO and Founder.  
Beyond Equity in Education, LLC.

\_\_\_\_\_

Dr. Daisy Morales, Superintendent  
Santa Rosa City Schools

## Exhibit A

### Scope of Work

Bay Jones, Ph.D., CEO of Beyond Equity in Education, LLC, will work with Dr. Daisy Morales, Superintendent of the Santa Rosa City Schools, and the Board of Trustees, to assist with the school-wide input process for the strategic goals, along with the timeline leading up to the Board's adoption. The contract extension will cover the period through June 30, 2025.

#### **Planned Work Facilitation - Overview Timeline:**

##### **Phase 1: Initial Planning and Communication**

During Phase 1, the focus will be on organizing a guiding team and initiating communication efforts. This phase includes establishing the leadership structure necessary for guiding the input process and developing communication strategies to inform the school community about the upcoming activities and the significance of their participation. The goal is to create awareness and set the stage for an inclusive and transparent process.

##### **Phase 2: Gathering Input**

Phase 2 is dedicated to collecting input from various stakeholders within the school community. This involves implementing methods to gather feedback, such as surveys and group discussions, ensuring diverse voices are heard. The objective is to obtain a comprehensive understanding of the community's perspectives, concerns, and aspirations regarding the strategic goals, setting the foundation for informed decision-making.

##### **Phase 3: Analysis and Drafting**

In Phase 3, the focus shifts to analyzing the collected input and beginning the drafting process. This phase includes reviewing feedback to identify common themes and drafting preliminary versions of the strategic goals based on this input. The aim is to refine the goals to reflect the community's contributions and prepare them for broader review and further feedback.

##### **Phase 4: School Board Presentation and Adoption**

Phase 4 involves finalizing the strategic goals and presenting them for approval. This phase includes presenting the refined goals to the school board and providing a

summary of the community input process. The goal is to secure the board's approval and develop an implementation plan that aligns with the adopted strategic goals, ensuring clear communication with the school community about the next steps.

## Price Quote

**Date:** 8/9/2024

**Quote #:** 570729

**Expiration Date:** 9/8/2024

**Name:** Accounts Payable

**Company:** Santa Rosa City Schools

**E-mail:** bgonzales@srcs.k12.ca.us

Product	Version	Users	Unit Price	Price	Line Total
Snagit Maintenance Renewal	24.2	35	\$16.32	\$571.20	\$571.20
SN99A-R-3 (MSRP: \$571.20, Unit Price: \$16.32) 3-YR Maintenance renewal on Maint ID: M1345996, Duration: 10/15/2024 - 10/14/2027, Master Key: 4TBC8-U55AJ-4EVPK-AMBYK-265DC					
Camtasia Maintenance Renewal	24.0	1	\$140.58	\$140.58	\$140.58
CM01A-R-3 (MSRP: \$140.58, Unit Price: \$140.58) 3-YR Maintenance renewal on Maint ID: M1345996, Duration: 10/15/2024 - 10/14/2027, Master Key: ZBCZX-698ZP-RZHHC-H53XB-E2DE7					
<b>Electronic Software Delivery</b>					\$0.00
<b>Total</b>					<b>\$711.78</b>

**NOTE: All Prices Shown in U.S. Dollars**

To ensure this price please be sure to reference your quote number when placing this order.

**Price lock maintenance for 3 years!**  
Pre-pay at today's rate | Reduce admin costs

## Taxes/VAT

**Within the United States:** TechSmith charges sales tax where applicable. If you are placing a sales tax exempt order, you must provide a US federal tax ID number at the time of purchase along with your current year tax certificate. If you are not tax exempt, the appropriate tax will be added to your order based on your state.

**International:** Pursuant to the Digital VAT Directive, as of July 1, 2003, European customers are responsible for VAT (tax) on all digital products and services. VAT tax, if applicable, is the responsibility of the customer. All electronic orders will be processed through FastSpring.

## Purchasing Information

### Payment Options

#### Credit Card

- VISA
- MasterCard
- Discover
- American Express
- Note: no processing fees will be charged by TechSmith

#### Purchase Order

- Must be in U.S. currency
- Must include Quote number
- Must be 'net 30' terms
- [View PO requirements](#)
- [Download PO template if needed](#)

### Ordering Options

#### Phone (for credit cards only)

+1 517-879-5929, press 2 for Orders

#### Email

orders@techsmith.com

#### Fax

+1 517-913-6121

#### Mail

TechSmith Corporation  
Software Order  
P.O. Box 26095  
Lansing, MI 48909-6095  
USA

**Purchase through your preferred reseller**

<http://www.techsmith.com/purchase/resellers.asp>

Jack Falardeau  
Inside Account Specialist  
[j.falardeau@techsmith.com](mailto:j.falardeau@techsmith.com)  
Phone: +1.517-879-5929

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## LICENSE AGREEMENT

This Agreement effective **October 1, 2024**, is made and entered into by **Santa Rosa City Schools** ("Licensee") and Document Tracking Services ("DTS") as Licensor, each a "Party" and collectively the "Parties".

### 1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

### 2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

### 3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

### 4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

### 5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

### 6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

### 7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.

- 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

### 8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.



**9. Customer Service.** DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

**10. Fees.**

10.1 Licensee shall pay a fee of **\$2,750**.

10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.

10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.

**11. Warranty.**

11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.



**12. Liability.**

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

**13. Choice of Law and Venue.** This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

**14. Severability.** If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

**15. Definitions.**

15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

\* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

**16. Additional Services.** DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10606 Camino Ruiz, Suite 8-132  
San Diego, CA 92126  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Date: August 9, 2024

Licensee

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Santa Rosa City Schools**



## **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2024 School Accountability Report Card (CDE Template)
2. 2024 School Plan for Student Achievement (CDE Template)
3. 2024 Comprehensive School Safety Plan (Custom Template)
4. 2024 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.



August 9, 2024

Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95401

Re: Document Tracking Services

**\*\*PLEASE NOTE CORRECT DTS MAILING/REMIT ADDRESS\*\***

**INVOICE #95401ES08**

Pursuant to the licensing agreement between Santa Rosa City Schools and Document Tracking Services (DTS):

**Document Tracking Services**

Document Tracking Services [10/1/24 to 10/1/25]: \$2,750  
9 schools and District Personnel = 10 sites

**Total Balance Due: \$2,750**

**Please Make Checks Payable To: Document Tracking Services**

**Send to:**

Aaron Tarazon, Director  
Document Tracking Services  
10606 Camino Ruiz, Suite 8-132  
San Diego, CA 92126  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Thank you!

\_\_\_\_\_  
Approved Per Payment (Signature)

\_\_\_\_\_  
Name/Role (Printed)



## LICENSE AGREEMENT

This Agreement effective **October 1, 2024**, is made and entered into by **Santa Rosa City Schools** ("Licensee") and Document Tracking Services ("DTS") as Licensor, each a "Party" and collectively the "Parties".

### 1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

### 2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

### 3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

### 4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

### 5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

### 6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

### 7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.

- 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

### 8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS



**9. Customer Service.** DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

**10. Fees.**

10.1 Licensee shall pay a fee of **\$3,300**.

10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.

10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.

**11. Warranty.**

11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.



## **12. Liability.**

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

**13. Choice of Law and Venue.** This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

**14. Severability.** If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

## **15. Definitions.**

15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

\* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

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**16. Additional Services.** DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10606 Camino Ruiz, Suite 8-132  
San Diego, CA 92126  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Date: August 9, 2024

Licensee

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Santa Rosa City Schools**



## **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2024 School Accountability Report Card (CDE Template)
2. 2024 School Plan for Student Achievement (CDE Template)
3. 2024 Comprehensive School Safety Plan (Custom Template)
4. 2024 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.



August 9, 2024

Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95401

Re: Document Tracking Services

**\*\*PLEASE NOTE CORRECT DTS MAILING/REMIT ADDRESS\*\***

**INVOICE #95401HS08**

Pursuant to the licensing agreement between Santa Rosa City Schools and Document Tracking Services (DTS):

**Document Tracking Services**

Document Tracking Services [10/1/24 to 10/1/25]: \$3,300  
11 schools and District Personnel = 12 sites

**Total Balance Due: \$3,300**

**Please Make Checks Payable To: Document Tracking Services**

**Send to:**

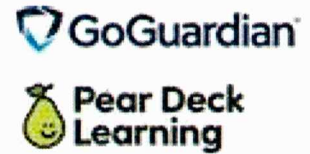
Aaron Tarazon, Director  
Document Tracking Services  
10606 Camino Ruiz, Suite 8-132  
San Diego, CA 92126  
858-784-0960 - Phone  
858-587-4640 - Corporate Fax

Thank you!

\_\_\_\_\_  
Approved Per Payment (Signature)

\_\_\_\_\_  
Name/Role (Printed)

**ORDER FORM**



QUOTE # Q-385765  
DATE 8/23/2024  
EXPIRATION DATE 9/30/2024

**Bill To**  
Santa Rosa City Schools (CA)  
211 Ridgway Ave  
Santa Rosa, California 95401  
United States

**Ship To**  
Beatrice Gonzales  
Santa Rosa City Schools (CA)  
211 Ridgway Ave  
Santa Rosa, California 95401-4320  
United States  
707-975-1288  
bgonzales@srcs.k12.ca.us

**Liminex, Inc.**  
dba GoGuardian and Pear Deck Learning  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our products! This order form (“**Order Form**”) identifies the Liminex products you have selected for subscription (“**Licensed Product(s)**”), the term of your initial subscription(s) to the Licensed Product(s) (“**Initial Term**”), the number of licenses included in your base subscription(s) (“**Licenses**”), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian (“**GoGuardian**”) and Pear Deck Learning (“**Pear Deck Learning**”) on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. (“**Pear Deck**”), Snapwiz, Inc. referred to herein as “**Pear Assessment**”, Zorro Holdco LLC referred to herein as “**Pear Deck Tutor**”, and Pear Practice (“**Pear Practice**”) (together, “**Liminex**”, “**we**”, “**us**”, “**our**”), and the organization listed below (“**School**,” “**you**” or “**your**”), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the “**Terms**” and, together with this Order Form, the “**Agreement**”), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School’s purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
5,535	GG-TCR1Y-003000	GoGuardian Teacher with Video Conferencing	9/1/2024	8/31/2025	\$5.10	\$28,228.50

**TOTAL (USD): \$28,228.50**

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those ‘add-on’ Licenses (“**Add-Ons**”). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the “**Subscription**.”

**RENEWAL SUBSCRIPTION TERM**

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a “**Renewal Term**,” and together with the Initial Term, the “**Term**”) at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

**RENEWAL FEES**

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term (“**Innovation Increase**”). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

**ORDER FORM**

QUOTE # Q-385765  
DATE 8/23/2024  
EXPIRATION DATE 9/30/2024



**PAYMENT**

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:   
[Lisa August \(Aug 27, 2024 17:53 PDT\)](#)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

PO Number (Optional): \_\_\_\_\_

Additional Notes (requests for delayed invoicing, etc.): \_\_\_\_\_

# EMS LINQ, LLC

www.linq.com  
888.464.5467

# INVOICE

Invoice: C-127627  
Date: 06/15/2024  
Page: 1

Bill To:  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401-4320



CUSTOMER NUMBER	CUSTOMER PO		PAYMENT TERMS	
C-01307			Net 30	
SALES REP	MESSAGE	CONTRACT START	CONTRACT END	DUE DATE
		07/01/2024	06/30/2025	07/15/2024

QTY	ITEM	DESCRIPTION	MEMO	UNIT PRICE	AMOUNT
1	TCEN100	Central Kitchen (TCEN100)		\$983.94	\$983.94
31	TINV100-75	Inventory (TINV100-75)		\$557.44	\$17,280.64
1	TMP100	Menu Planning w/Nutritional Analysis (TMP100)		\$983.94	\$983.94
60	TPOS100-75	Point of Service (TPOS100-75)		\$247.48	\$14,848.80
23	TPRO100-75	Production Records (TPRO100-75)		\$216.25	\$4,973.75
1	TPUR100	Purchasing (TPUR100)		\$983.94	\$983.94
25	TSTU100-75	Student Management w/Application Processing (TSTU100-75)		\$557.44	\$13,936.00
1	453014	ISITE Support - SNAF Website and Menu - 5-10		\$1,155.20	\$1,155.20

<b>Subtotal</b>	<b>\$55,146.21</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$55,146.21</b>

  
Lisa August (Aug 27, 2024 17:54 PDT)

Remit To:  
EMS LINQ INC  
PO BOX 745000  
ATLANTA, GA 30374-5000

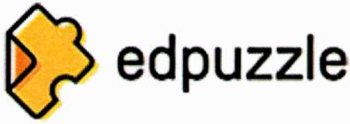
ACH Payments:  
Routing: 021052053  
Account: 99781407  
Name on Account: EMS LINQ INC

NEW\*\* Online Payments: <https://bit.ly/Pay-LINQ-Invoice>

Remit To:  
EMS LINQ INC  
PO BOX 745000  
ATLANTA, GA 30374-5000

ACH Payments:  
Routing: 021052053  
Account: 99781407  
Name on Account: EMS LINQ INC

NEW\*\* Online Payments: <https://bit.ly/Pay-LINQ-Invoice>



268 BUSH STREET #4422  
 SAN FRANCISCO, CA 94104  
 UNITED STATES

<b>Bill To Name</b>	Santa Rosa City Schools	<b>Quote Number</b>	00074886
<b>Bill To</b>	211 RIDGEWAY AVE SANTA ROSA, CA 95401 US	<b>Quote Created</b>	5/2/2024
		<b>Quote Expires</b>	9/15/2024
		<b>Prepared By</b>	Amanda Dougher
		<b>Email</b>	amanda@edpuzzle.com

Product	Period	Item Description	Sales Price	Quantity	Total Price
Pro School	1 year	Edpuzzle Pro access for all users, school-wide    Burbank EI, Chavez Academy, Comstock MS, Santa Rosa Charter, Santa Rosa MS	\$2,380.00	5.00	\$11,900.00
Pro School	1 year	Edpuzzle Pro access for all users, school-wide    Elsie Allen HS, Maria Carillo HS, Piner HS	\$2,940.00	3.00	\$8,820.00
<b>Subtotal</b>					\$20,720.00
<b>Grand Total</b>					\$20,720.00

### FAQ's

**Does Edpuzzle accept purchase orders?**  
 Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

**What payment methods does Edpuzzle accept?**  
 We accept credit card payments, checks, and direct deposits (wire transfers).

**Can we use next year's funds this school year?**  
 Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

### Terms & Conditions

- (1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.
- (2) All spots from the license will expire at the end of the term, regardless of effective use or not.
- (3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.
- (4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.
- (5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

  
 Lisa August (Aug 18, 2024 11:21 PDT)



Newsela Inc.

169 Madison Ave., #2770  
New York, NY 10016

# Order Form

**Billing Information:**

Billing Frequency: Upfront in full  
Payment Terms: Net 30  
Billing Schedule: Upon license start date

**Order Form No.** Q-139621  
**Newsela Sales Rep:** Annabel Fowler  
**Contact Email:** annabel.fowler@newsela.com  
**Offer Date:** August 14, 2024  
**Expiration Date:** August 11, 2024

**To:**  
Tim Zalunardo  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401-4386

Qty	Products/Services	List Price
1	Newsela	\$22,418.76
<b>Contract Total</b>		<b>\$22,418.76</b>

\*See table above or Appendix for Product/Services details and License Dates.

This Order Form and the Terms of Service [available here](#), which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together “Newsela”) and the customer named above, having an office at the address set forth above (“Customer”). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela’s Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the “Customer Agreement”).

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

**Term:** The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela’s obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a ‘Renewal Term’). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

**Fees:** The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to [billing@newsela.com](mailto:billing@newsela.com) and including “Customer Agreement No. Q-139621” in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela’s discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).*

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

- PO Required:
- PO Number:
- PO Amount:


**Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

- Bill-To Name:**
- Bill-To Email:**

By initialing here, I agree that the billing details stated above are current and accurate. \_\_\_\_\_

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:  <small>Lisa August (Aug 18, 2024 11:21 PDT)</small>	Date of Signature: 08/18/2024
--	-------------------------------

**Appendix**

**Products/Services Breakdown:**

Sites	Product Code	Products/Services	License Dates
5	ATG145	Newsela ELA	08/12/24 - 08/11/25
1	ATG148	Newsela Science	08/12/24 - 08/11/25
3	ATG149	Newsela Social Studies	08/12/24 - 08/11/25
2	ATG151	Social Emotional Learning Elementary Collection	08/12/24 - 08/11/25
1	ATG153	Social Emotional Learning High School Collection	08/12/24 - 08/11/25
3	ATG152	Social Emotional Learning Middle School Collection	08/12/24 - 08/11/25
1	ATG156	The California Ethnic Studies Collection	08/12/24 - 08/11/25

**Product/Service Breakdown Per School:**

Line#	Schools	Products/Services	Price	License Dates
1	BROOK HILL ELEMENTARY	Newsela ELA	\$2,332.61	08/12/24 - 08/11/25
2	BROOK HILL ELEMENTARY	Social Emotional Learning Elementary Collection	\$699.78	08/12/24 - 08/11/25
3	BROOK HILL ELEMENTARY	Social Emotional Learning Middle School Collection	\$699.78	08/12/24 - 08/11/25
		<b>School Sub-Total</b>	<b>\$3,732.17</b>	
4	CESAR CHAVEZ LANGUAGE ACADEMY	Newsela ELA	\$2,027.81	08/12/24 - 08/11/25
5	CESAR CHAVEZ LANGUAGE ACADEMY	Newsela Science	\$1,419.46	08/12/24 - 08/11/25
6	CESAR CHAVEZ LANGUAGE ACADEMY	Newsela Social Studies	\$1,419.46	08/12/24 - 08/11/25
		<b>School Sub-Total</b>	<b>\$4,866.73</b>	
7	ELSIE ALLEN HIGH SCHOOL	Newsela ELA	\$3,200.00	08/12/24 - 08/11/25
8	ELSIE ALLEN HIGH SCHOOL	Newsela Social Studies	\$2,240.00	08/12/24 - 08/11/25
9	ELSIE ALLEN HIGH SCHOOL	Social Emotional Learning High School Collection	\$960.00	08/12/24 - 08/11/25
10	ELSIE ALLEN HIGH SCHOOL	The California Ethnic Studies Collection	\$1,600.00	08/12/24 - 08/11/25
		<b>School Sub-Total</b>	<b>\$8,000.00</b>	
11	HILLIARD COMSTOCK MIDDLE SCHOOL	Newsela ELA	\$1,500.00	08/12/24 - 08/11/25
12	HILLIARD COMSTOCK MIDDLE SCHOOL	Newsela Social Studies	\$1,050.00	08/12/24 - 08/11/25
13	HILLIARD COMSTOCK MIDDLE SCHOOL	Social Emotional Learning Middle School Collection	\$450.00	08/12/24 - 08/11/25
		<b>School Sub-Total</b>	<b>\$3,000.00</b>	
14	LUTHER BURBANK ELEMENTARY	Newsela ELA	\$1,762.42	08/12/24 - 08/11/25
15	LUTHER BURBANK ELEMENTARY	Social Emotional Learning Elementary Collection	\$528.72	08/12/24 - 08/11/25
16	LUTHER BURBANK ELEMENTARY	Social Emotional Learning Middle School Collection	\$528.72	08/12/24 - 08/11/25
		<b>School Sub-Total</b>	<b>\$2,819.86</b>	
		<b>Contract Total</b>	<b>\$22,418.76</b>	



# Piner High School GameTime Quote - Two Level 1 Stations

## Piner High School (PRO - CA)

1700 Fulton Rd  
Santa Rosa, CA 95403  
United States

## Ryan Thompson

rwthompson@srgs.k12.ca.us  
(707) 890-3800

Reference: 20240813-161739818

Quote created: August 13, 2024

Quote expires: November 11, 2024

Quote created by: Craig Miller

GameTime Product Rep

craig@neptunenow.com

+19038711188

### Comments from Craig Miller

**5% CIF Statewide** Partnership Discount Yearly Level 1/2 Stations

## Products & Services

Item & Description	Quantity	Unit Price	Total
Initial Setup Fee One (1) time setup fee paid at the beginning of the service agreement to cover the use of Neptune software and for content development for your custom Neptune station. This fee is non-refundable after service is activated.	1	\$375.00	\$375.00
Neptune GameTime / Level 1 / Station 1 One Neptune GameTime Full Station. Includes: Both Radio Mode and On Demand Mode; School or District Branding at the account level; Customized Base Messages, Stingers, and Event-Specific Messages; Up to 10 ad spots per event for local direct sponsorships; Opportunity to receive revenue via The Neptune Network.	1	\$1,800.00 / year	\$1,710.00 / year after 5% discount for 1 year

Item & Description	Quantity	Unit Price	Total
Neptune GameTime / Full Station / Add-On Stations Additional GameTime Full Station(s). Includes: Both Radio Mode and On Demand Mode; Ability to have Event-Specific Messages at the station level. (NOTE: Branding, Base Messages, Stingers, and Commercial Ads are at an account level, not a station level.)	1	\$1,200.00 / year	\$1,140.00 / year after 5% discount for 1 year
Annual subtotal			\$2,850.00 after \$150.00 discount
One-time subtotal			\$375.00
<b>Total</b>			<b>\$3,225.00</b>
<b>Total contract value</b>			<b>\$3,225.00</b>

### Purchase terms

***Thank you for your interest in Neptune GameTime. The pricing presented in this estimate will be valid for a period of 90 days unless otherwise specified in the product description.***

- View: [Terms & Conditions](#)
- View: [GameTime Proposal](#)
- View: [CMC Neptune W9-2024](#)
- View: [GameTime Sole Source Letter](#)
- View: [Live Streaming Tips](#)
- View: [Data Sheet](#)
- View: [Privacy Policy](#)

### Questions? Contact me



Craig Miller  
 GameTime Product Rep  
 craig@neptunenow.com  
 +19038711188

CMC Neptune  
 PO Box 132691  
 Tyler, TX - Texas 75713

# SERVICE ORDER FORM



989 Market St  
San Francisco, CA 94103

## SUBSCRIBER INFORMATION

**Sold To:**

**Subscriber Legal Name:** Santa Rosa City Schools  
**Address:** 211 Ridgeway Ave  
Santa Rosa  
California  
95401  
United States

**Bill To:**

**Accounts Payable Contact:** Beatrice Gonzales  
**Address:** 211 Ridgeway Ave  
Santa Rosa  
California  
95401  
United States

**Email:** bgonzales@srcs.k12.ca.us  
**Phone:** 7075285411

## SUBSCRIPTION DETAILS

**Currency:** USD      **Payment Frequency:** Annual      **Service Start Date:** Oct 25, 2024  
**Payment Terms:** Net 30      **Service End Date:** Oct 24, 2025  
**Payment Method:** Check

## ORDER DETAILS

Zendesk ID: 2323466, Subdomain: srcshelp, Oct 25, 2024 to Oct 24, 2025

Product Name	# of Months	List Price	Effective Price	Qty	Line Item Total
Zendesk Suite - Growth (Per Agent)	12	89.00	89.00	23	24,564.00
<b>Subtotal:</b>					24,564.00

**Grand Total:** 24,564.00

**\* First Invoice Total Due:** 24,564.00

\*The First Invoice Total calculation is determined by the Payment Frequency displayed above and may differ from the Grand Total in cases where this Payment Frequency is a shorter term than the Subscription Term (determined by the Service Start Date and the Service End Date).

## SPECIAL TERMS AND NOTES

Subscriber's Service Plan includes optional functionality to automate End-User resolutions without human Agent involvement ("Automated Resolutions"). Subscriber may receive an allowance of Automated Resolutions as part of a Service Plan, and/or purchase Automated Resolutions on a standalone basis (collectively, "Automated Resolution Allowance"). If Subscriber elects to use Automated Resolutions, and exceeds the Automated Resolution Allowance in a given month, Subscriber will be subject to and agrees to pay for the additional Automated Resolution usage monthly in arrears ("Pay-as-you-go Fees").

Please see here for more information on determining your Automated Resolution Allowance, measuring and monitoring your use of Automated

Resolutions, Pay-as-you-go Fees, and when your allotments expire: About automated resolutions for AI agents <https://support.zendesk.com/hc/en-us/articles/5352026794010-About-automated-resolutions-for-AI-agents>

The Subscription Charges provided in this Service Order shall increase in each subsequent Subscription Term by seven percent (7%) per annum, not to exceed Zendesk's then-current List Price.

Notwithstanding anything to the contrary in the agreement or this Service Order, any renewal in which Subscriber downgrades its Service Plan or decreases the number of Agents shall result in new Subscription Charges at renewal despite the prior Subscription Term(s) Subscription Charges. Any one-time discounts provided in this Service Order shall not apply to any subsequent Subscription Term(s).

## TERMS AND CONDITIONS

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The products and services provided by Zendesk under this Service Order Form ('Order Form') are governed by and subject to the Main Services Agreement found at: <https://www.zendesk.com/company/agreements-and-terms/main-services-agreement> unless there is a separately negotiated agreement between you and Zendesk along with the Privacy Notice found at: <https://www.zendesk.com/company/agreements-and-terms/privacy-notice> (collectively, the 'Agreement').

The Agreement exclusively governs the relationship and agreement between Zendesk and Subscriber related to the Services (as defined in the Agreement) and Consulting Services (as defined in the Agreement); and, supersedes any other agreement/purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by Subscriber. No purported modification of the Agreement by Subscriber or any terms or conditions of any purchase order or other similar document shall have any force or effect regardless of any statement to the contrary in such modification, purchase order or other document. This Order Form shall be subject to, and Subscriber hereby unconditionally accepts, the Agreement, except to the extent the Agreement is expressly modified herein. Upon Subscriber executing this Order Form, the Agreement shall become legally binding between the parties.

The Subscription Term for any Agents added by Subscriber after the beginning of the then-current Subscription Term ('Additional Agents') shall be coterminous with the then-current Subscription Term for the existing Agents. Subscription Charges for Additional Agents shall be at the Subscriber's Subscription Charges under the then-current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Service Order, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

Payments made by credit card or debit card are billed and processed by Zendesk, Inc. if denominated in U.S. dollars and by Zendesk International Ltd (Registration No. 519184) if denominated in a currency other than the U.S. dollar. To the extent that any such entity billing or processing this transaction (the 'Zendesk Payment Agent') is not Zendesk, Inc., the Billing Entity is acting solely as a billing and processing agent for and on behalf of Zendesk, Inc. for the economic benefit of Zendesk, Inc. in its role as principal and the Zendesk Payment Agent has no interest in the payments. You are contracting with and the Services and Consulting Services are provided and delivered by Zendesk, Inc.

## PURCHASE ORDER OPTIONS

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My organization requests you reference a Purchase Order (PO#)

Subscriber acknowledges and agrees that any reference to a purchase order in this Order Form or any associated invoice is solely for Subscriber's convenience in record keeping, and no such reference or any delivery of Services to Subscriber following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Zendesk or otherwise have any force or effect.

## SIGNATURES

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By signing this Order Form the Subscriber authorizes that it has read it and agrees to its terms.

Subscriber Signature:

Title:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date:





Customer: **SANTA ROSA CITY SCHOOLS**  
 VIP Membership Number: **9A33109F73936058AD3A**  
 Date: **13-AUG-2024**  
 Currency: **USD**

**Products and Services**

SKU	Product Description	Billing Cycle	Qty	Unit of Measure	License Term		Annual Unit Price	Term Unit Price	Total Fees
					Start Date	End Date			
65291782BB04A12	Creative Cloud ALL MLP Entrprse Lic Sub Rnw MUN K12 SCHOOL SITE 2G - K12 SCHOOL SITE 2G	Yearly In Advance	1,000	Per User	31-AUG-2024	30-AUG-2025	4.92	4.92	4,920.00
								Total Fee:	4,920.00
								Estimated Tax*:	0.00
								<b>Grand Total Fee including Estimated Tax*:</b>	<b>4,920.00</b>

\*Estimated Taxes may change, as tax rates current at the time of invoice will apply. Actual taxes due will show on Customer's invoice.

**Sales Order Terms and Conditions**

- All Products are licensed under the Adobe VIP terms and conditions: <https://www.adobe.com/go/vip-terms>. ("VIP Agreement") and this Sales Order. Customer acknowledges and agrees that it is bound to the VIP Agreement. If there is any conflict between this Sales Order and the VIP Agreement, then the terms of this Sales Order shall control. VIP Member is Customer for the purposes of this Sales Order. Customer must pay in full within 30 days of the invoice date in accordance with the invoice. Accounts are enabled when Adobe books Customer's order; Adobe may adjust the License Term Start Date and extend the End Date accordingly.
- Notwithstanding other payment provisions, payment is due upon receipt of invoice and must be made by credit card, if (a) the Total Annual Fee listed above is \$2,500.00 USD (or equivalent) or less, or (b) Member will pay by Credit Card.
- All pricing described in this Sales Order is contingent upon Customer placing an order with Adobe no later than 13-SEP-2024. Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe do not form part of this Sales Order and the VIP Agreement and are void.



By placing an order with your Adobe Phone representative, you acknowledge and agree to the terms of this Sales Order.

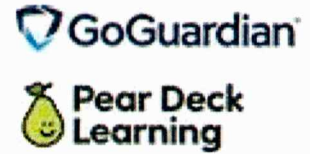
Customer:	<b>SANTA ROSA CITY SCHOOLS</b>	Adobe:	<b>Adobe, inc.</b>
Billing Address:	211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 UNITED STATES	Address:	345 Park Avenue San Jose CA 95110-2704
Contact:	Vick chanthashivakul- vchanthashivakul@srcs.k12.ca.us	Contact:	NEHA VIJ nvij@adobe.com
PO Number:			



[Lisa August \(Aug 27, 2024 17:53 PDT\)](#)



# ORDER FORM



QUOTE # Q-415866  
DATE 8/26/2024  
EXPIRATION DATE 9/30/2024

**Bill To**  
Santa Rosa City Schools (CA)  
211 Ridgway Ave  
Santa Rosa, California 95401  
United States

**Ship To**  
Beatrice Gonzales  
Santa Rosa City Schools (CA)  
211 Ridgway Ave  
Santa Rosa, California 95401-4320  
United States  
707-975-1288  
bgonzales@srcs.k12.ca.us

**Liminex, Inc.**  
dba GoGuardian and Pear Deck Learning  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**", "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
150	GG-TCR1Y-000001	GoGuardian Teacher with Video Conferencing	9/1/2024	8/31/2025	\$5.10	\$765.00
<b>TOTAL (USD):</b>						<b>\$765.00</b>

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

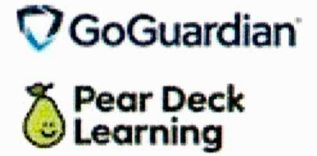
## RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

## RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 10% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.


**ORDER FORM**



QUOTE # Q-415866  
DATE 8/26/2024  
EXPIRATION DATE 9/30/2024

**PAYMENT**

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

**Signature:**   
Lisa August (Aug 27, 2024 17:52 PDT)

**Name:** Lisa August

**Title:** Associate Superintendent

**Email:** \_\_\_\_\_

**Accounts Payable Name:** \_\_\_\_\_

**Accounts Payable Email:** \_\_\_\_\_

**PO Number (Optional):** \_\_\_\_\_

**Additional Notes (requests for delayed invoicing, etc.):** \_\_\_\_\_

## PANAPTIC AGREEMENT ADDENDUM

THIS AGREEMENT ADDENDUM, ("Addendum") is made as of July 31, 2024, 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, Suite 202, Santa Rosa, California, 95401 ("Panaptic"). Client and Panaptic are also referred to in this Addendum collectively as "Parties."

### RECITALS

A. On or about September 28th, 2023 the Parties entered into that certain Marijuana Prevention Program Agreement ("Agreement") for professional services to be provided to Client by Panaptic.

B. Pursuant to Paragraph 20 of the Agreement, the Agreement may be supplemented, amended, or modified by the Parties' mutual written agreement and signed by both Parties.

C. The Parties now wish to amend certain terms the Agreement, specifically, establishing a new effective date, and modifying Exhibit A of the Agreement, Scope of Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Panaptic, intending legally to be bound, hereby agree as follows:

### TERMS

1. The new Effective Date of the Agreement shall be July 31th, 2024.
2. Exhibit A – Scope of Work of the Agreement shall be replaced in its entirety. The new and applicable Scope of Work is attached hereto as Attachment A.

All other terms and conditions of the September 28th, 2023 Agreement shall remain in full force and effect.

This Addendum is entered into and shall be deemed effective as of the date last set forth opposite the signatures of Client and Panaptic below.

2 Panaptic Agreement Addendum

SANTA ROSA CITY SCHOOLS

By: \_\_\_\_\_  
(Name, Title)

\_\_\_\_\_ Date

PANAPTIC, INC., A CALIFORNIA CORPORATION

By: *Richard Von Feldt*  
Richard Von Feldt, CEO

*07/31/2024*  
Date

## EXHIBIT A – SCOPE OF SERVICES

- 1) *Training for the use of E-Learning.* Panaptic will provide initial planning session to Client. Panaptic will provide one (1) overview and a detailed session to Client's project leader. This training will include overview of E-Learning implementation and an orientation for E-Learning courses and user engagement.
- 2) *Program Fee and Schedule.*
  - a) Program costs are a reduced fee of \$75 per student fee; for the term of the contract, this fee includes E-Learning course access for each student, a parent/guardian for each student, and 5 educators.
  - b) Sonoma County Health and Human Services is responsible to pay the balance to Panaptic in the amount of \$1500 and is due no later than 10 days prior to initiation of the prevention program which is selected to start on September 1, 2024.
  - c) Any additional live workshops not outlined in Exhibit A will be charged separately to Sonoma County Health and Human Services.
- 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 license:
    - (1) 20 Maria Carrillo High School student licenses
    - (2) 20 Maria Carrillo High School parent licenses
    - (3) 5 Maria Carrillo High School educator licenses
  - b) Duration of License. Each license will grant access to the E-learning courses from from September 1, 2024 through August 31<sup>st</sup>, 2024.
  - c) Maria Carrillo High School shall send Students, Parent and Educators redemption codes to access the course which will be provided by 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 Babe, Restorative Specialist, the designated Client official at Maria Carrillo High School, will be granted administrator access to E-Learning platform to review completion updates in real time.

#### 4 Panaptic Agreement Addendum

- 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 programing. Any User's 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.

## Marijuana Prevention Program Agreement

This Marijuana Prevention Program Agreement ("Agreement"), dated 09/1/24, and effective as of the Effective Date (defined below), is entered into at Santa Rosa, California by and between Santa Rosa City Schools for Montgomery High School, 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 9/1/2024 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 (for Montgomery High School):  
211 Ridgway Avenue  
Santa Rosa, CA 95401

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 for Montgomery High School

Witness: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Panaptic, Inc.

Witness: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF SERVICES FOR MONTGOMERY HIGH SCHOOL

1. *Training for the use of E-Learning:* Panaptic will provide an initial planning session to Client, Montgomery 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 \$6,375 and is due no later than 10 days prior to the initiation of the prevention program, which is scheduled to start on September 1, 2024.
  - (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) 85 Montgomery High School student licenses
    - (ii) 85 Montgomery High School parent licenses
    - (iii) 25 Montgomery High School educator licenses.
  - (b) Duration of License: Each license will grant access starting at the beginning of the Program start date September 1<sup>st</sup>, 2024 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 landed page with access to all courses.

- (d) Lucy Lucchesi, MTSS Intervention Counselor, the designated Client official at Montgomery 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.

Marijuana Prevention Program Agreement

This Marijuana Prevention Program Agreement ("Agreement"), dated July 31, 2024, and effective as of the Effective Date (defined below), is entered into at Santa Rosa, California by and between Ridgeway High School, having an office at 325 Ridgeway Avenue, California 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 July 31, 2024 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.
  
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 Ridgeway High School  
325 Ridgeway Avenue  
Santa Rosa, California 95401  
mmclain@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

1. *Training for the use of E-Learning:* Panaptic will provide an initial planning session to Client. 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 \$18,750 and is due no later than 10 days prior to the initiation of the prevention program, which is scheduled to start on September 1, 2024.
  - (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) 250 student licenses
    - (ii) 250 parent licenses
    - (iii) 25 educator licenses.
  - (b) Duration of License: Each license will grant access starting at the beginning of the Program start date September 1<sup>st</sup>, 2024 for a period of 365 days.
  - (c) Ridgeway High School 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 landed page with access to all courses.

- (d) Mark McLain, Assistant Principal, the designated Client official, 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.