

CONTRACT RIDER FOR SONOMA COUNTY SCHOOL DISTRICTS

This Rider is attached to and made part of that agreement between Curative Inc., and Sonoma County Office of Education (“County”) dated October 7, 2020 (the “Agreement”), in which Curative has agreed to provide certain services, including COVID-19 testing to the County’s essential workers, as well as, if elected by County, students within the school districts residing in the County (see attached Exhibit “A” for complete list of eligible school and elementary school districts).

WHEREAS, SANTA ROSA CITY School District (“District”) wishes to receive the Services from Curative Inc.; and

WHEREAS, the District agrees to be bound by all of the terms and conditions of the Agreement; and

WHEREAS, in consideration for the District entering into this Rider, Curative shall provide the Services as outlined in the Agreement, subject to all terms and conditions of the Agreement and this Rider, as listed below.

The District may terminate this Rider without cause at any time upon at least ten (10) days prior written notice to Curative, Inc., and the County. A termination by the District shall not be a termination of the Agreement by the County as it relates to other Districts.

The District, shall defend with counsel acceptable to the Curative Inc., indemnify, and save harmless Curative Inc., and any of its officers, agents, employees, from and against any and all losses, claims, demands, damages, costs, expenses, attorney’s fees, or liability stemming from the providing of the Services by Curative Inc., unless such stems from Curative’s employees or agents acts or omissions, deemed to be grossly negligent or tantamount to willful misconduct. The District has no obligation to indemnify Curative Inc., for the active or sole negligence or willful misconduct of Curative Inc. The defense and indemnification requirements extend to claims occurring after the Rider is terminated or the Services are completed.

The District, shall defend with counsel acceptable to the County, indemnify, and save harmless the County and any of its officers, agents, employees, and representatives from and against any and all third party claims, losses, claims, demands, damages, costs, expenses, attorney’s fees, or liability stemming from the providing of the Services by Curative Inc., under the Agreement and this Rider, except the District has no obligation to indemnify County for the active or sole negligence or willful misconduct of the County. The defense and indemnification requirements extend to claims occurring after the Rider is terminated or the Services are completed.

The District understands and acknowledges that by entering into this Rider it is releasing the County of all liability which is related to or arises out of the services performed by Curative, Inc. under the Agreement and this Rider.

Signatures on following page

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

Curative Inc.

SANTA ROSA CITY School District

By: _____

By: _____

Name:

Name: Dr. Diann Kitamura

Title:

Title: Superintendent