

CHAPTER 28E AGREEMENT BETWEEN THE MARION PUBLIC LIBRARY BOARD OF TRUSTEES AND THE LINN-MAR COMMUNITY SCHOOL DISTRICT FOR THE PROVISION OF STUDENT LIBRARY CARDS TO LINN-MAR COMMUNITY SCHOOL DISTRICT STUDENTS.

This Chapter 28E Agreement ("this Agreement") is made and entered into by and between the Marion Public Library Board of Trustees and the Linn-Mar Community School District referred to herein individually as an "Entity" or jointly as the "Entities" pursuant to Chapter 28E of the Iowa Code. Both entities are public entities within the State of Iowa.

WHEREAS, the Marion Public Library strives to provide free and easy access to information, ideas, books and technology that can help to enrich, educate and empower the lives of every individual within the various and diverse communities which we serve; and

WHEREAS, the mission of the Linn-Mar Community School District is to inspire learning, unlock potential, and empower achievement; and the vision of Marion Public Library is that our library will be the spark, lighting the way for imagination, growth, learning and connection for our community; and

WHEREAS, the Marion Public Library and the Linn-Mar Community School District share a common interest in collaborating to eliminate barriers in order to support students achieving their academic goals.

NOW, THEREFORE, it is hereby agreed by and between the Marion Public Library Board of Trustees and Linn-Mar Community School District School Board as follows:

1. Duration, Termination, and Modification

The term of this Agreement shall commence July 1, 2020 and shall be renewed automatically for succeeding terms of one year each ("Contract Year") beginning annually on July 1 and ending on June 30, unless written notice to the contrary is received no later than March 1. Such notice may be given by personal delivery to the President of the Board of Trustees of Marion Public Library and the Linn-Mar Community School District Superintendent, or by certified mail to said officials. Unless

terminated as provided herein or as provided by law, Contract Year shall run concurrently with the appropriate budgetary fiscal year for Marion Public Library.

This agreement shall not be modified except by written agreement signed by both Entities.

2. No Separate Entity

2.1 No separate legal entity is created by this Agreement. Each entity or each entity's library director or designee will act as administrator of the duties of their Library hereunder.

3. Purpose

The Marion Public Library and the Linn-Mar Community School District agree to work collaboratively as outlined in this Agreement to issue a Student Library Card to each student in the Linn-Mar Community School District. The Student Library Cards will be issued in a mutually agreed upon manner to include all Linn-Mar Community School District students.

A. Student Library Card

3.1 The Student Library Card will use the student's Linn-Mar Community School District issued six-digit ID number as part of the Student Library Card account number at the Marion Public Library.

3.2 The Student Library Card will allow borrowing privileges of physical materials at each of the Metro Library Network locations (Marion Public Library, Cedar Rapids Public Library, and Hiawatha Public Library).

3.3 The Student Library Card will provide access to electronic resources offered by Marion Public Library, including research and homework databases; learning resources; downloadable e-books, audiobooks, music, magazines and video streaming.

3.4 The Student Library Card will be subject to circulation policies and procedures as outlined by Marion Public Library's governing body, except as specifically provided otherwise herein.

3.5 Overdue fines will not be charged on any materials checked out with the Student Library Card. If a student has lost more than five (5) items, borrowing privileges for physical materials may be suspended until materials are returned or replaced.

4- Operating Responsibilities

4.1 ALL PARTIES agree that all registration and circulation records pertaining to the Student Library Card will remain confidential in accordance with the State of Iowa Confidentiality and Privacy laws and any other applicable statutes and will not be disclosed except in accordance with §22.7 of the Code of Iowa and the Family Educational Rights and Privacy Act 20 USC §1232g

5- Marion Public Library Operating Responsibilities

5.1 Work jointly with the Linn-Mar Community School District to develop information that describes the Student Library Card program to parents or legal guardians.

5.2 Work jointly with the Linn-Mar Community School District to provide information to the Linn-Mar Community School District teachers and administrators regarding the Student Library Card program.

5.3 Provide sufficient time for Public Library staff to physically or virtually visit Linn-Mar Community School District schools to build and strengthen local partnerships and provide information on the Student Library Card program.

5.4 Work jointly with the Linn-Mar Community School District for any promotions and events.

5.5 Ensure promotional materials include language that states "Linn-Mar Community School District in collaboration with Marion Public Library."

SECTION 6- Linn-Mar Community School District Operating Responsibilities

6.1 Provide pertinent information about the Student Library Card program to parents or legal guardians and offer parental opt-out opportunities.

6.2 Provide Linn-Mar Community School District student data to the Marion Public Library's integrated library system in a format specified by Marion Public Library via a secure electronic delivery method, and in compliance with §22.7 of the Code of Iowa and the Family Educational Rights and Privacy Act 20 USC §1232g.

6.3 Provide evaluation and feedback to Marion Public Library from Linn-Mar Community School District teachers, administrators, students and their families or legal guardians.

6.4 Work jointly with Marion Public Library for any promotions and events. Ensure promotional materials include language that states "Linn-Mar Community School District in collaboration with Marion Public Library."

7.Administration

7.1 Marion Public Library's library director or their designee and a designee of the Linn-Mar Community School District will meet as needed, and mutually agree on administration and other joint matters.

7.2 Procedures will be developed jointly and are subject to approval by the Marion Public Library director or their designee and the Linn-Mar Community School District.

8. Property

8.1 Resources acquired by Marion Public Library and shared remain the property of the purchasing library as allowed by the individual contracts and license agreements.

8.2 No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement.

9. Filing with the Secretary of State

9.1 Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.

10. Good Faith, Hold Harmless, and Reservation of Defenses

10.1 The Entities, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Entities or their designees.

10.2 The Entities agree save, indemnify, and hold harmless each other against all liabilities, judgments, costs, and expenses which may in any way come against either Entity resulting from carelessness or neglect of the other Entity or its agents, employees, or representatives.

10.3 The Entities to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective Entity or party and nothing herein shall be so construed. Each Entity to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to, asserting defenses or immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Entity to this Agreement.

11. Execution

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original, and which together shall constitute one and the same instrument. In addition, the Entities agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any entity and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

Signed:

_____ Board of Education Representative, Linn-Mar Community
School District

_____ Shannon Bisgard, Superintendent, Linn-Mar Community
School District

_____ Sally Reck, Board of Trustees President, Marion Public Library

_____ Hollie Trenary, Library Director, Marion Public Library

Service Order



Service Order Information

Agreement For Linn Mar Community Schools	Subscription Start Date October 26, 2020	Subscription End Date October 25, 2021
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Billing Information

Billing Street		Billing Email	Net Terms Net 30
Billing City	Billing State/Province	Billing Method ACH	Billing Frequency Annual
Billing Country	Billing Zip/Postal Code	Tax Exemption ID(if applicable)	Payment Portal Used?

Product	Quantity
Advanced Plan	1.00
Additional Users	1.00

Total Investment (USD): \$4,800.00

Subscriber		Sprout Social, Inc.	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	
VATNumber: (if applicable)			

Special Contract Terms

This Service Order is executed between Sprout Social, Inc. ("Sprout Social") and the above named subscriber ("Subscriber"), and is governed by the terms and conditions of the Sprout Social, Inc. Terms of Service, which is available for review at sproutsocial.com/terms/ ("Agreement") and expressly incorporated by reference into this Service Order. The services described above may only be used by the Subscriber, and subject to the scope limitations set forth herein.

Unless otherwise set forth above or in the Agreement, Sprout Social requires payment made in advance of the subscription period. Pro-rated refunds are not provided for early cancellation and Subscriber may not terminate prior to the end of the subscription term for convenience.

All payments required by this Service Order are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Subscriber shall be responsible for the payment of all such charges (excluding taxes based upon Sprout Social's net income), which amount will be reflected on the invoice issued by Sprout Social. All amounts payable by Subscriber hereunder shall be grossed-up for any withholding taxes imposed by any foreign government on Subscriber's payment of such amounts to Sprout Social.

This Service Order, including any additional users, profiles, brand keywords, groups, mentions, topics, or any other add-ons, will automatically renew for additional periods equal to the length of the subscription term set forth above unless either party provides written notice to the other party at least 30 days prior to expiration. Subscriber must email its account manager or successteam@sproutsocial.com to provide such notice.

Sprout Social may use Subscriber's name or logo on its website or in any promotional materials, press releases, investor materials, and other stockholder communications. Sprout Social will comply with any reasonable written logo guidelines provided by Subscriber in writing.

If Professional Services (as defined in the Agreement) are delivered to Subscriber in connection with the services described above or pursuant to a Statement of Work attached to this Service Order, Subscriber agrees that it will: (i) be available for discovery call if requested; (ii) cooperate in all matters relating to the Professional Services and appoint an employee or representative of Subscriber to serve as the primary contact who will have the authority to act on behalf of Subscriber with respect to the Professional Services; (iii) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for performance of the Professional Services; (iv) provide the information Sprout Social may reasonably request in order to carry out the Professional Services; and (v) if the Professional Services involve implementation of Listening Product, Subscriber will provide a full list of any needed keyword inclusions (branded hashtags or handles).

If Sprout Social's performance of its obligations under this Service Order or the Agreement are prevented or delayed by any act or omission of Subscriber or its agents, subcontractors, consultants or employees, Sprout Social will not be deemed in breach of its obligations under this Service Order or the Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Subscriber, in each case, to the extent arising directly or indirectly from such prevention or delay.

Professional Services involving implementation and/or initial product training will be completed within four (4) weeks from the Subscription Start Date unless otherwise delayed by Subscriber. All one-time service hours within this Service Order are subject to expiration after ninety (90) days from the Subscription Start Date.

Should the Professional Services involve Sprout Social accessing Subscriber's account, as requested or approved by Subscriber, the parties agree that Subscriber acts as a controller of any personal data processed by Sprout Social in performance of the Professional Services. Such processing shall be subject to the data processing addendum found at <https://media.sproutsocial.com/uploads/Downloadable-Customer-DPA.pdf> and Sprout Social acts solely as a processor and processes personal data in accordance with Subscriber's instructions.



TENTS • CHAIRS • TABLES
319.202.8374
WWW.RANDDEVENTS.COM

1301 Koudsi Blvd NW Cedar Rapids, IA 52405

Customer Name: Linn Mar Highschool

Event Type: Prom

Event Time and Date: March 15th

Delivery: March 14th 3:30-?

Pick up: March 15th 7am

Delivery Address: 3111 North 10th St Marion

Customer Phone number: 319-377-7373

Customer Email: SCrandall@linnmar.k12.ia.us

Quote Number: LinnMar101320-2

R&D Events is pleased to provide you with the following Quote

Item	Description	Qty	Price Each	Extended Price
<u>*Seating Table*</u>				
Tables	5ft Round Tables	45	\$9.50	\$427.50
Linen	90x90 Light Blue Polyester Linen	45	\$10.00	\$450.00
Lights	Firefly String Lights for table décor	45	\$8.00	\$360.00
<u>*Check In Tables*</u>				
Linen	156x90 Light Blue Polyester Linen	2	\$16.00	\$32.00
<u>*STAGE*</u>				
Stage	8'x12' x24"	3	\$45.00	\$135.00
Stage	Steps	1	\$25.00	\$25.00
Skirting	29" Black Skirt-sold by the ft.	36	\$1.50	\$54.00
<u>*Stage Backdrop 8'x12'*</u>				
Pipe and Drape	Hardware and Black Drape (1) section 8'x12' "	3	\$12.00	\$36.00
Drape	15' Light Blue Sheer Panel	3	\$35.00	\$105.00
Lighting	LED DMX PAR 64 Uplighting	3	\$40.00	\$120.00
Pipe and Drape	Hardware and Black Drape (2) sections 8'x10' stage wings	20	\$3.00	\$60.00
<u>*DANCE FLOOR CEILING*</u>				
Tulle	Light Blue Tulle fabric 5"x120"	4	\$20.00	\$80.00
Lighting	Fairy Lights 13' Drops at 12"x18"x24"	50	\$9.00	\$450.00
(2) swags of lights between each swag of fabric				
<u>**WALKWAY LIGHTING/DECOR**</u>				

starting 1/2 into 1st gym,all the way through
middle gym, to entrance of dance floor.

Base Plate	Large BasePlates	15	\$3.00	\$45.00
Up rights	10' tall Uprights	15	\$3.00	\$45.00
Extensions	Extensions or cross bars	17	\$3.00	\$45.00
Pipe covers	8' White Spandex Pipe Cover	28	\$15.00	\$420.00

This will cover all the up rights and extensions so
you do not see the metal poles

Sheer Panel	White sheer panels	8	\$25.00	\$200.00
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two panels per pole total for 4 poles

Fairy Lights	Curtian of Fairy Lights-Warm White	42	\$21.00	\$882.00
Tax	Local Tax 7%		\$0.00	\$0.00
Labor	Labor Charges for set up/tear down	34	\$45.00	\$1,530.00
Delivery	Delivery fee	1	\$50.00	\$50.00

All items that do not include labor but is requested for set up will inquire labor charges.
Labor will also be charged if it's not a ground level drop off.
If the equipment is not returned how it was received there will be a minimum charge or \$35.00.

Total: \$5,551.50

Company:

R and D Events and Rental, LLC

By: *Kaelyn Albaugh*

Kaelyn Albaugh, President

Renter:

Signature

Printed Name

Please see our attached rental agreement.

THIS RENTAL AGREEMENT ("Agreement") is made and entered into, effective as of the ___ day of _____, 2020, by and between _____ (the "Renter") and R and D Events and Rental, LLC, an Iowa limited liability company (the "Company"), who hereby mutually covenant and agree as follows:

1. **EQUIPMENT SUBJECT TO AGREEMENT.** The Company leases, and the Renter rents, the following item(s) of equipment (the "Equipment"), which Equipment is subject to all rights and restrictions as stated on your final quote.

2. **TERM.** Renter leases the Equipment from the Company beginning at the agreed upon time and ending on agreed upon time. If the renter chooses to keep the equipment longer than the agreed upon time there will be an additional rental fee.

3. **USE OF EQUIPMENT.** Renter agrees to exercise due care in the preservation of the Equipment and to keep the Equipment in good condition and repair. Renter acknowledges that Renter does not possess any ownership of the Equipment by reason of this Agreement and that the Company shall retain sole ownership of the Equipment. Renter shall use the Equipment for the purpose for which it was designed and not for any other purpose. Renter shall not alter or modify the Equipment in any way. Renter agrees that the Equipment shall be used solely by Renter or by someone directly supervised by Renter, and Renter shall not assign this Agreement to any other person.

4. **DELIVERY ADDRESS.** The Company shall deliver the Equipment to the following address on the Commencement Date: _____. The Company shall pick up the Equipment from the SAME address upon expiration of the Term.

5. **DELIVERY.** The Company shall deliver the Equipment to the address listed in Section 4 above on the Commencement Date. The Company and Renter agree that Renter _____ shall/ _____ shall not be required to be present as of the time of delivery. The Company shall remove the Equipment from the delivery vehicle and shall set up and install the Equipment at such delivery address. If Renter is required to be present and is not present at the delivery address within a reasonable time after the Company arrives (as determined by the Company in its sole discretion) or if Renter has not prepared the delivery address to allow for proper and expedient installation of the Equipment, then the Company may, at the Company's election, charge a labor fee. This fee will be determined on the time and date of rental. If the of the Labor Fee (as hereinafter defined) or canceled the Agreement as provided in Section 10 below (which cancellation shall not be a Permitted Cancellation).

6. **FEEs.** The rental fee payable to the Company by Renter for the Equipment subject to this Agreement shall be equal to the "Rental Fee", which Rental Fee shall include the delivery fee.

7. **PAYMENT.** Fifty Percent (50%) of the Rental Fee is required to reserve the rental equipment. The remaining Fifty Percent (50%) of the Rental Fee shall be paid thirty (30) days prior to the Commencement Date.

8. **RETURN OF EQUIPMENT/MISSING EQUIPMENT.** Within twenty-four (24) hours after the expiration of the Term, the Company shall pick up the Equipment from the address listed in Section 4 above. The Company and Renter agree that it is not be required to be present as of the time of return. If Renter is not present at the return address within a reasonable time after the Company arrives (as determined solely by the Company in its sole discretion) or if the Equipment is not in the form in which it was installed to allow for proper and expedient Equipment breakdown, the Company may require Renter to pay a late return fee in an amount not exceeding the Rental Fee.

9. **DAMAGED EQUIPMENT.** If, upon return of the Equipment, the Company determines that all or any part of such Equipment was damaged in any way while in Renter's possession (other than reasonable wear and tear), the Company may, at the Company's sole discretion, charge a repair fee equal to One Hundred and Fifty Percent (150%) of the fair market value cost required to remedy the damages sustained by the Equipment during Renter's possession (other than reasonable wear and tear).

10. **CANCELLATION.** If the renter cancels this Agreement by providing notice to the other party after the deposit has been made, the renter agrees and understand that they will not be receiving their deposit money back. If the Company cancels the Agreement for any reason after the deposit has been made, the Renter will receive their money back in full.

11. **LIMITATION OF LIABILITY.** The Company warrants that the Equipment will be in good condition upon delivery. **COMPANY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RENTER AGREES THAT THE USE OF THE EQUIPMENT IS AT RENTER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR A COMPANY REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. LIABILITY IMPOSED ON THE COMPANY ARISING UNDER, BECAUSE OF, OR OTHERWISE RELATED TO THIS AGREEMENT OR USE OF THE EQUIPMENT SHALL BE LIMITED, IN ALL EVENTS, TO DAMAGES TO AND NOT EXCEED THE RENTAL FEE. RENTER ACKNOWLEDGES THAT ITS REMEDIES UNDER THIS AGREEMENT ARE LIMITED BY THIS SECTION 11.**

12. **INDEMNIFICATION.** Renter hereby agrees to be held responsible for any and all damage to the Equipment. Renter shall indemnify and hold harmless the Company, its employees, officials, and volunteers, present and future, known or later discovered, from any and all damage, loss, or liability of any kind whatsoever by reason of any injury to persons or property caused or alleged to be caused by the Equipment while in Renter's possession. Renter will, at Renter's sole cost and expense, defend and protect the Company against any and all such claims or demands, including attorney's fees.

13. **AMENDMENT.** This Agreement may be amended only by a written instrument duly executed by the Company and the Renter.

14. **REMEDIES CUMULATIVE.** Except as provided in Section 8 above, no remedy herein or otherwise conferred upon or reserved to the Company shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement to the Company may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused the same to be executed as of the day, month and year first above written.



NAVIGATE360 - ORDER FORM

Customer: Linn-Mar Cmty School District
Leisa Breitfelder
lbreitfelder@linnmar.k12.ia.us

Proposal No: Q-08354
Proposal Expires: 11/20/2020
Proposal By: Ryan Baswell
Email: rbaswell@navigate360.com
Opp Number: 125989

Payment: Invoiced Annually - Net 30

PROFESSIONAL SERVICES

Item	Description	Quantity	Price
1000-1001-1001-5000	eLearning course for Threat Assessment Team members to apply the CSTAG methodology.	82	\$1,999.98
1000-1001-1001-5001	Live Virtual Training for Threat Assessment Team members to apply the CSTAG methodology.	1	\$1,500.00

TOTAL PROFESSIONAL SERVICES PRICE: \$3,499.98

Accurate Sales Tax will be added when applicable.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), dated as of **11/6/2020** (the "Effective Date"), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lake Parkway, Second Floor, Richfield, Ohio 44286 (the "Company") and **Linn-Mar Cmty School District, a(n) IA, Education K-12** (the "Customer"), whose contact information is more fully set forth on the applicable Order Form.

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Authorized Service Recipients" means the individuals who are authorized by Customer and Company to receive or use the Services, as set forth in the applicable Order Form. Authorized Services Recipients may include Customer's employees, contractors, consultants, and agents.

"Confidential Information" means any information that is treated as confidential by a party, including, but not limited to, all non-public information about its business affairs, products or services, Intellectual Property Rights, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"Company Personnel" means all employees and Company Subcontractors, if any, engaged by Company to perform the Services.

"Company Subcontractor" means any Person, including all subcontractors and Affiliates of Company, other than Company's employees, engaged by Company to provide any Services or Deliverables to Customer.

"Customer Contract Manager" has the meaning set forth in Section 4.1(a)

"Customer Materials" any documents, data, know-how, methodologies, software, and other materials provided to Company by Customer.

"Deliverables" means all documents, work product, and other materials that prepared by or on behalf of Company in the course of performing the Services and delivered to Customer hereunder, and identified as such in an Order Form.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Force Majeure Event" has the meaning set forth in Section 14.

"Initial Term" has the meaning set forth in Section 5.1.

"Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Order Form" mean each Order Form entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"Renewal Term" has the meaning set forth in Section 5.2.

"Services" mean the services to be provided by Company under this Agreement, as described in more detail in the attached addenda (each, an "Addendum," and collectively the "Addenda") and any corresponding Statements of Work, and Company's obligations under this Agreement.

"Term" has the meaning set forth in Section 5.

2. Services.

2.1 Company shall provide the Services to Customer pursuant to the Addenda that are marked with an "X" below and initialed at the end of each Addendum, and as described in more detail in any corresponding Statements of Work, in accordance with the terms and conditions of this Agreement:

___ Addendum A: Software Services

X

___ Addendum B: Professional Services (for example, in-person active shooter response training, site mapping, safety audits, and/or software installations)

The Addenda set forth specific terms and conditions applicable to the Services. Only Addenda marked with an "X" shall be provided with this Agreement. Additional Services may be purchased subject to execution of additional Addendum.

Each Addendum will be a separate agreement between Customer and Company or the Affiliate of Company executing such Addendum. As applicable to each Addendum, all subsequent references to "Company" in this Agreement will be deemed references to the Company Affiliate that signed the Addendum.

2.2 Each Order Form shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Order Form;
- (b) the date upon which the Services will commence and the term of such Order Form;
- (c) the fees to be paid to Company under the Order Form;
- (d) any criteria for completion of the Services; and
- (e) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Order Form.

3. Company's Obligations.

3.1 Company shall:

- (a) appoint Company Personnel, who shall be suitably skilled, experienced, and qualified to perform the Services;
- (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
- (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services. During the Term, upon Customer's written request, Company shall allow Customer or Customer's representative to inspect and make copies of such records and interview Company Personnel in connection with the provision of the Services; provided, that, any such inspection shall take place during regular business hours no more than once per year and Customer provides Company with at least 10 business days advance written notice; and
- (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.

3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.

4.1 Customer shall:

- (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Contract Manager");
- (b) provide, subject to Section 3.1(c), such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Company, for the purposes of performing the Services;
- (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services in accordance with the requirements of this Agreement;
- (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
- (e) obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Term and Termination.

5.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of three years (the "Initial Term"), unless sooner terminated pursuant to this Section 5.

5.2 Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one year terms unless either party provides written notice of nonrenewal at least 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Term is renewed for one or more Renewal Term, the terms and conditions of this Agreement during each Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.3 Termination of this Agreement for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.4 Order Form Termination. Any Order Form for the Services may be terminated by either party in the event the other has failed to perform any obligation required to be performed under such Order Form or these terms and conditions as it relates to such Order Form, provided, that such failure is not corrected within 30 days from receipt of written notice from the other party advising of such failure. Customer also may terminate any Order Form in its entirety or postpone or cancel scheduled work under an Order Form without cause on not less than 45 business days written notice (or such other period as is set forth in the Order Form). ANY TERMINATION OF AN ORDER FORM WITHOUT CAUSE SHALL NOT ENTITLE CUSTOMER TO A REFUND OF ANY PREPAID SERVICES FEES. ALL PAYMENT OBLIGATIONS ARE NON-CANCELABLE AND FEES PAID ARE NON-REFUNDABLE.

5.5 Effects of Termination or Expiration.

(a) Of an Order Form. Customer shall pay all undisputed amounts due for all Services performed by Company under any terminated Order Form prior to the date of termination, and Company shall deliver to Customer all Deliverables for which payment is made by Customer. In addition, if Customer terminates an Order Form in its entirety or postpones or cancels scheduled work under an Order Form without cause on less than 15 business days written notice (or such other period as is set forth in the Order Form), Customer shall pay such additional amounts for reallocation of Company's resources as are necessary to cover Company's resource costs during such period for any resources that Company cannot reasonably reallocate to other projects. Termination of any Order Form shall not relieve Customer of Customer's obligation to pay all charges that accrued prior to such termination. Each party shall return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information pertaining to such terminated Order Form.

(b) Of this Agreement. Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.6 The rights and obligations of the parties set forth in this Section 5.6 and Section 1, Section 5.5, Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, Section 14, and Section 16, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 9 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 6 shall constitute payment in full for the performance of the Services, and, Customer shall not be responsible for paying any other fees, costs, or expenses.

6.2 Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Company's daily fee rates for the Company Personnel set forth in the applicable Order Form; and

(b) Company shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section 6.2.

6.3 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable.

6.4 Customer agrees to reimburse Company for all reasonable travel and out-of-pocket expenses incurred by Company in connection with the performance of the Services.

6.5 The parties agree that after the initial 12 months of the Term, for Services provided on a time and materials basis, Company may increase its standard fee rates specified in the applicable Order Form upon written notice to Customer; provided, that:

(a) Company provides Customer written notice of such increase at least 60 days prior to the effective date of such increase;

(b) such increases occur no more frequently than once per contract year of the Term; and

(c) the amount of such increase shall not exceed the greater of:

(i) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index published by the Bureau of Labor Statistics of the US Department of Labor for all urban consumers, U.S. City Average, "All items less food and energy" index (the base period: 1982-84=100, not seasonally adjusted, or, if such index is not available, such other index as the parties may agree most closely resembles such index; or

(ii) three percent (3%).

6.6 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.7 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.8 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. Any such taxes, duties, and charges currently assessed or which may be assessed in the future, that are applicable to the Services are for the Customer's account, and Customer hereby agrees to pay such taxes; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

7. Intellectual Property Rights; Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer. To the extent that any of the Deliverables do not constitute a "work made for hire," Company hereby irrevocably assigns, and shall cause the Company Personnel to irrevocably assign to Customer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Company shall cause the Company Personnel to irrevocably waive, to the extent permitted by applicable Law, any and all claims such Company Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 16.7), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.

8. Confidential Information.

8.1 The Receiving Party agrees:

- (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;
- (b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;
- (c) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and
- (d) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

- (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
- (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and
- (e) it is in compliance with all applicable Laws regarding the provision and receipt of services.

9.2 Company represents and warrants to Customer that:

- (a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and
- (b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law of the United States, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL REGULATIONS REGARDING INCIDENT RESPONSE. AN INDIVIDUAL MUST USE HIS/HER OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW HE/SHE CHOOSES TO RESPOND.

10. Indemnification.

10.1 Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and
- (b) Company's material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; provided, however, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

- (a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;
- (b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or
- (c) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;
- (b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and
- (c) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidentiality);
- (c) a party's indemnification obligations under Section 10 (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct, or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions; and
- (f) damages or liabilities to the extent covered by a party's insurance.

12. **Non-Solicitation.** Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of any Order Form and for a period of one year after the completion of Services under such Order Form, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under such Order Form who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 12, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 12.

13. **Non-Exclusivity.** Company retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

14. **Export Compliance.** The Services may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer will not directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any country, jurisdiction, or Person to which export, re-export, or release is prohibited by applicable Law. Customer will comply with all applicable Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.

15. **Force Majeure.**

15.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

15.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 14, the other party may thereafter terminate this Agreement or an applicable Order Form upon 30 days' written notice.

16. **Miscellaneous.**

16.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

16.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

16.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 16.4).

If to Company:

Navigate360, LLC
3900 Kinross Lake Parkway, Second Floor
Richfield, Ohio 44286
Email: cro@navigate360.com
Attention: Chief Revenue Officer

If to Customer:

Email: lbreitfelder@linnmar.k12.ia.us

Attention: Leisa Breitfelder

16.5 For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits, and Statements of Work refer to the Sections of, and Schedules, Exhibits, and Statements of Work attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

16.6 This Agreement, together with all Schedules, Exhibits, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, any Exhibits and Schedules to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

16.7 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16.8 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

16.10 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.11 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.12 This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Ohio, United States of America (including R.C. 2307.39), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

16.13 Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments,

and appendices attached to this Agreement, and all contemplated transactions, in any forum other than the US District Court for the Northern District of Ohio or, if such court does not have subject matter jurisdiction, the courts of the State of Ohio sitting in Cuyahoga County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Northern District of Ohio or, if such court does not have subject matter jurisdiction, the courts of the State of Ohio sitting in Cuyahoga County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16.14 Each party acknowledges that a breach by a party of Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

16.15 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Navigate360, LLC

By _____

Name: _____

Title: _____

Customer Linn-Mar Community Schools

By Leisa Breitfelder

Name: Leisa Breitfelder

Title: Executive Director of Student Services

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum ("Addendum B") is made as of **11/6/2020** (the "Effective Date"), by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lake Parkway, Second Floor, Richfield, Ohio 44286 (the "Company") and the customer identified in that certain Master Services Agreement of the same date (the "MSA") to which this Addendum B is attached.

WHEREAS, Company and Customer desires to enter into this Addendum B to the MSA in order to set forth the additional terms and conditions pursuant to which Company will provide the professional services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Integration.** The MSA to which this Addendum B is attached, this Addendum B and all exhibits hereto, and the applicable Order Form together (this "Agreement") constitute a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum B are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum B expressly provides that its terms and provisions shall control.

2. **Definitions.**

"Hosted Session" means a contract for a seat in an existing scheduled training session conducted by Company Personnel.

"Professional Services" means the professional services to be provided by Company Personnel to Customer hereunder, as set forth in an Order Form, and may include consulting services, training services, safety audits, and other services as specified in the applicable Order Form.

"Training" means any training courses, sessions, or other programs to be provided by Company Personnel to Customer hereunder, as set forth in an Order Form.

Capitalized terms used but not defined in this Addendum B have the meaning given to those terms in the MSA.

3. **Scope and Objectives.** The Order Form shall specify the Professional Services requested and authorized by Customer, as well as the pricing for such Professional Services. More detailed information concerning the scope of the Professional Services, the billing rates, the Deliverables and specifications, and other appropriate terms and conditions may be set forth in a Statement of Work. Each Statement of Work shall be governed by this Agreement. No Statement of Work shall be effective until it is executed by both parties.

4. **Company's Responsibilities.**

4.1 Company shall provide the Professional Services to Customer as described in the Order Form, in accordance with applicable laws and government regulations. Company shall use reasonable efforts to meet any performance dates specified in the Order Form, and any such dates shall be estimates only.

4.2 Company shall use qualified personnel to provide the Professional Services to Customer hereunder. Company shall employ any Company Personnel it deems necessary or advisable, in its sole discretion, to provide the Professional Services under this Addendum B.

4.3 While on Customer's premises, Company shall take reasonable measures to have Company Personnel comply with Customer's rules and regulations regarding safety, security, and conduct, and shall at Customer's request immediately remove from the project anyone who is not following such rules and regulations.

5. **Customer's Responsibilities.**

5.1 Customer shall pay the professional services fees set forth in the applicable Order Form, and pursuant to the payment terms set forth in the MSA. In addition, Customer shall reimburse Company for Company's reasonable out-of-pocket expenses, including travel and living expenses, incurred in providing Professional Services whether or not such expenses are set forth in the applicable Order Form.

5.2 Customer shall make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, and other relevant information as reasonably required by Company in the performance of any Professional Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Professional Services.

5.3 Customer acknowledges and understands that Company's performance of the Professional Services hereunder is dependent and conditioned on Customer's timely and effective satisfaction of Customer's responsibilities under this Section 5, the other terms of this Addendum B, and the MSA. CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL DELAYS, COSTS, EXPENSES, AND LIABILITIES CAUSED BY, ARISING FROM, OR ASSOCIATED WITH, CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS

AND RESPONSIBILITIES UNDER THIS SECTION 5. To the extent Customer or Customer's personnel do not perform the Customer responsibilities set forth herein, Company shall provide notice to Customer of such non-performance and Customer shall have five business days to take corrective action and come into compliance with its responsibilities. If Customer does not come into compliance within such five business day period, notwithstanding any contrary provision herein, Company shall have the right to terminate this Addendum B. To assist Customer in its compliance obligations, Company shall work in good faith with Customer to develop a mutually acceptable work-around plan within the five-business day period described above; provided that, until Customer and Company have agreed upon a work-around plan, Company shall have the right to suspend performance of the Professional Services.

6. Training. If Customer has purchased any Training, the following additional terms and conditions apply.

6.1 Customer shall cause each of its employees or other personnel who are receiving any Training to execute the Training Terms & Conditions attached hereto as Exhibit B-1. Customer's failure to deliver properly completed Training Terms & Conditions for each of its Training recipients shall constitute a violation of this Addendum B.

6.2 Attendance and Participation in Training.

(a) Customer shall, and shall cause each of its Training recipients to, behave in a polite and appropriate manner and adhere to Company's rules and instructions when attending Training. Company reserves the right to exclude any Training recipient or abandon the Training in the event of disruptive, abusive, or threatening behavior by a Training recipient. No refund will be made to Customer in such an event.

(b) Neither Customer nor any Training recipient shall use or allow any audio or visual devices, including film, videotape, DVD, webcam or any other similar methods which may be available to capture audio or visual images, during the Training, unless authorized in writing by Company.

(c) Neither Customer nor any Training recipient may attend any Training if it Competes with Company. "Compete" means to directly or indirectly own, manage, operate, control, be employed by, perform services for, consult with, solicit workers or business for, participate in, or be connected with the ownership, management, operation, or control of any individual or organization that competes with Company or that performs products or services materially similar to those provided by Company within the United States.

(d) Customer shall, and shall cause each of its Training recipients to, follow all safety instructions provided by the Training instructor.

Customer acknowledges that Training recipients are responsible for their own safety and well-being at all times and under all circumstances while participating in the Training. Customer understands that Training recipients may refuse to participate at any time.

6.3 Use of Training and Course Materials.

(a) Customer acknowledges the Training, including presentations, manuals, brochures, handouts, and know how (collectively, "Company Materials") constitute valuable, confidential, and proprietary property rights of Company. Customer also acknowledges, agrees, and warrants that Customer: (i) will NOT use the Training or any Company Materials to directly or indirectly generate income without prior written consent from Company; (ii) will ONLY use the Training and Company Materials for Customer's internal business purposes and in accordance with this Agreement; (iii) will be responsible for all liabilities arising out of Customer's use of the Training and Company Materials, as Company's insurance does not extend to Customer or any third party; and (iv) will NOT represent Company Materials as an official Company Training offering. Only Company can provide official Training offerings and issue Company certifications.

(b) Customer agrees that Customer: (i) will NOT create derivative works based on the Training or Company Materials; (ii) will NOT copy any part of the Training or Company Materials, other than copying for Your own internal business purposes; and (iii) will NOT attend the Training in order to (a) develop or offer a competitive product or service or (b) copy any features, functions, or graphics of the Training or Company Materials.

(c) Customer acknowledges that the Training may incorporate threat assessment principles developed and published by the United States Secret Service, Department of Homeland Security, and the United States Department of Education. Company assumes no liability for the development or application of those principles.

6.4 The effectiveness of the Training will depend upon a number of variables, including the quality of information collected and provided to Company by Customer and the participation of the Training recipients. Customer is responsible for reviewing and modifying all content to match its policies, plans, and practices. The Training does not guarantee compliance with federal, state, or local law. The Training is not intended to serve as legal advice or, unless otherwise specifically agreed to in writing by the parties, as a recommendation based on Customer's specific circumstances. The Training is not intended to be the sole or exhaustive means of ensuring the safety of persons or the security of property.

6.5 If Customer has purchased a Training offering in which one or more of Customer's Training recipients is specifically authorized by Company in the applicable Order Form to teach such offering, such Training recipients may teach the applicable Training offering ONLY to individuals within Customer's company or organization or as otherwise specifically authorized in writing by Company in the applicable Order Form. For any breach of this Section 6.5, Customer shall be subject to any appropriate adjustment of the Training or Professional Services fees payable in connection therewith, in addition to all other remedies that may be available at law, in equity, or otherwise.

6.6 Unless otherwise specified in the applicable Order Form, Training offerings and any certifications provided by Company to Customer are valid for two years, after which time Customer may elect to renew or refresh the offering or certification at an additional cost under a separate Order Form, subject to availability as determined by Company.

6.7 Scheduling.

(a) Confirmation. Customer will not be confirmed for any Training unless payment is received at least 14 days prior to Training start date. Customer's acceptance into the Training will be subject to availability as determined by Company.

(b) **Reschedule Policy.** Customer may reschedule the Training provided that the request to do so is made in writing to Company at least one business day prior to the originally scheduled Training. Customer may only reschedule a particular Training offering twice and the new registration expires one year from the original registration date.

(c) **Cancellation Policy.** If Customer cancels a Hosted Session there is NO REFUND. For all other Training, Customer may cancel a particular Training offering based on the following cancellation schedule: (i) 100% refund: 4 or more weeks prior to the Training offering; (ii) 50% refund: 2-4 weeks prior to the Training offering; and (iii) 0% refund: less than 2 weeks prior to the Training offering.

6.8 Company Cancellation Rights. Company reserves the right to cancel any Training offering on the grounds of low numbers of participants as applicable, any Force Majeure event, instructor sickness, or airline travel delays, without liability of any kind to Company.

Company assumes no responsibility for losses from nonrefundable travel arrangements or cancellations. In these instances, Customer may reschedule or choose a full refund.

6.9 Training Warranty. Company warrants that Training shall be provided in a professional and workmanlike manner. For any breach of warranty, Customer's exclusive remedy shall be a full refund for the Training. Except as expressly provided for in this Section 6.9, Company hereby expressly disclaims any and all other representations, warranties, or conditions with respect to the Training, whether express, implied, statutory or otherwise, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. **COMPANY MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING TRAINING OR USING ANY TRAINING MATERIALS.**

6.10 Training Release and Assumption of Risk.

(a) **Release.** In consideration of being permitted to receive the Training, Customer, for itself, its officers, employees, agents, heirs, personal representatives, successors, and assigns, does hereby release, waive, discharge, and covenant not to sue Company, the facility, venue, and property owners upon which the Training takes place and all Training participants, and each of their respective officers, employees, agents, heirs, personal representatives, successors and assigns (collectively, hereafter called the "Released Parties"), from liability from any and all claims including the negligence of the Released Parties, resulting in personal injury, accidents, or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Training.

(b) **Assumption of Risks.** Participation in the Training carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one Training offering to another, but the risks range from: (1) minor injuries, such as scratches, bruises, and sprains; (2) major injuries, such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to (3) catastrophic injuries, including paralysis and death.

(c) **Acknowledgement.** Customer acknowledges that Customer has read the previous paragraphs and knows, understands, and appreciates these and other risks that are inherent in the Training. Customer hereby asserts that its participation in the Training is voluntary and that Customer knowingly assume all such risks.

6.11 Training Indemnification and Hold Harmless. Customer agrees to INDEMNIFY, DEFEND, AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising from, in connection with, or in any way related to Customer's or Customer personnel's attendance at, involvement in, or participation in the Training.

6.12 Customer is responsible for all acts and omissions of its Training recipients, and any act or omission by a Training recipient that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

7. Acknowledgements. Customer acknowledges that the Professional Services include commercially valuable proprietary methods, processes, and analytical information belonging to Company or its licensors, the development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, or use of the Professional Services or the Deliverables would cause substantial damage to Company and its licensors. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Professional Services, and may abandon its Professional Services offerings or other support at any time. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Professional Services; provided, however that Company shall only use Customer Materials to perform the Professional Services for Customer.

8. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest in and to the Professional Services, including all intellectual property rights, trade secrets, ideas and concepts, processes, procedures, methodologies, templates, techniques, and know-how conceived, developed, or reduced to practice by Company in connection with the Professional Services. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Professional Services, including all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein. Customer acknowledges that the Professional Services are made available to Customer in accordance with the terms and conditions of this Agreement.

9. Warranties and Warranty Disclaimer.

9.1 Company warrants that the Professional Services will be performed in a professional and workmanlike manner. For any breach of warranty by Company, Customer's exclusive remedy shall be to terminate this Addendum B and the applicable Order Form for cause as provided in Section 11.1.

9.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 9.1, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9.3 Each party represents and warrants that it has the legal power to enter into this Addendum B.

10. Limitation of Liability. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 11 OF THE MSA SHALL APPLY TO THIS ADDENDUM B.

11. Termination.

11.1 For any breach of Sections 4, 5, or 9 of this Addendum B, a party may terminate this Addendum B and the applicable Order Form for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. Upon any such termination for cause by Customer, Company shall refund Customer any prepaid fees for Professional Services that are not delivered prior to the effective date of termination. Upon any such termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Subscription Term under all Order Forms after the effective date of termination.

In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination. This Section 11.1 deals only with termination for cause for a breach of Sections 4, 5, or 9 of this Addendum B.

11.2 Customer may terminate this Addendum B and the applicable Order Form, or postpone or cancel scheduled Professional Services under an Order Form, without cause on not less than 45 business days written notice (or such other period as is set forth in the Order Form). ANY TERMINATION OF THIS ADDENDUM B AND THE APPLICABLE ORDER FORM WITHOUT CAUSE SHALL NOT ENTITLE CUSTOMER TO A REFUND OF ANY PREPAID PROFESSIONAL SERVICES FEES. ALL PAYMENT OBLIGATIONS ARE NON-CANCELABLE AND FEES PAID ARE NON-REFUNDABLE.

11.3 If Customer terminates an Order Form in its entirety or postpones or cancels scheduled Professional Services under an Order Form without cause on less than 15 business days written notice (or such other period as is set forth in the Order Form), there is no refund and all payment obligations are non-cancelable. In addition, Customer shall pay such additional amounts for reallocation of Company's resources as are necessary to cover Company's resource costs during such period for any resources that Company cannot reasonably reallocate to other projects.

11.4 ANY OTHER TERMINATION IS GOVERNED BY SECTION 5 OF THE MSA and any other termination does NOT cancel any payment obligations.

11.5 Upon expiration or earlier termination of this Addendum B, Customer shall pay all undisputed amounts due for all Professional Services performed by Company under any terminated Order Form prior to the date of termination, and Company shall deliver to Customer all Deliverables for which payment is made by Customer. In addition, each party shall deliver to the other all copies of all applicable Confidential Information of the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum B as of the date first above written.

Navigate360, LLC

By _____

Name: _____

Title: _____

Customer

Linn-Mar Community Schools

By Leisa Breitfelder

Name: Leisa Breitfelder

Title: Executive Director of Student Services

ADDENDUM B
Exhibit B-1
TRAINING TERMS & CONDITIONS

These Training Terms and Conditions ("T&Cs") shall apply to any training course, session, or other program offered by Company ("Training") and Company Personnel to you as an individual and any legal entity for which you are accepting these T&Cs ("You" or "Your"). By executing these T&Cs below, You agree to these T&Cs. If You do not agree with these T&Cs, You must not accept these T&Cs and may not participate in the Training.

1. Attendance and Participation in Training.

1.1 You will behave in a polite and appropriate manner and adhere to Company's rules and instructions when attending Training. Company reserves the right to exclude You or abandon the Training in the event of disruptive, abusive, or threatening behavior by You. No refund will be made to You or the legal entity that paid for You to receive the Training in such an event.

1.2 You agree not to use or allow any audio or visual devices, including film, videotape, DVD, webcam or any other similar methods that may be available to capture audio or visual images, during the Training, unless authorized in writing by Company.

1.3 You may not attend Training if You Compete with Company. "Compete" means to directly or indirectly own, manage, operate, control, be employed by, perform services for, consult with, solicit workers or business for, participate in, or be connected with the ownership, management, operation, or control of any individual or organization that competes with Company or that performs products or services materially similar to those provided by Company within the United States.

1.4 You agree to follow all safety instructions provided by the Training instructor. It is Your sole responsibility to determine if You are sufficiently fit and healthy enough to participate in the Training and You are responsible for Your own safety and well-being at all times and under all circumstances while participating in the Training. You understand that You may refuse to participate at any time.

1.5 Unless otherwise specified in writing by Company, the Training provided by Company to You is valid for two years, after which time it should be renewed or refreshed, subject to availability and at an additional cost, as determined by Company.

2. Use of Training and Course Materials.

2.1 You acknowledge the Training, including presentations, manuals, brochures, handouts, and know how (collectively, "Company Materials") constitute valuable, confidential, and proprietary property rights of Company. You also acknowledge, agree, and warrant that You: (i) will NOT use the Training or any Company Materials to directly or indirectly generate income without prior written consent from Company; (ii) will ONLY use the Training and Company Materials within Your organization or the legal entity that paid for You to receive the Training; (iii) will be responsible for all liabilities arising out of Your use of the Training and Company Materials, as Company's insurance does not extend to You or any third party; and (iv) will NOT represent Company Materials as an official Company Training offering. Only Company can provide official Training offerings and issue Company certifications.

2.2 You agree that You: (i) will NOT create derivative works based on the Training or Company Materials; (ii) will NOT copy any part of the Training or Company Materials, other than copying for Your own internal business purposes; and (iii) will NOT attend the Training in order to (a) develop or offer a competitive product or service or (b) copy any features, functions, or graphics of the Training or Company Materials.

3. Intellectual Property Rights. Nothing in these T&Cs shall constitute a transfer, license, or assignment of any trademarks, copyrights, or other intellectual property right of Company.

4. Use of Likeness. You grant Company permission to photograph, videotape, and/or audiotape you during the Training. These photographs/videos/audios will remain the property of Company and may be used for any lawful purpose. Law enforcement officers can request anonymity (no facial depictions).

5. Warranty. Company warrants that Training shall be provided in a professional and workmanlike manner. For any breach of warranty, Your exclusive remedy shall be a full refund for the Training. Except as expressly provided for in this Section 5, Company hereby expressly disclaims any and all other representations, warranties, or conditions with respect to the Training, whether express, implied, statutory or otherwise, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

6. Release and Assumption of Risk.

6.1 Release. In consideration of being permitted to participate in the Training, You, for yourself, your heirs, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue Company, the facility, venue, and property owners upon which the Training takes place and all Training participants, and each of their respective officers, employees, agents, heirs, personal representatives, successors and assigns (collectively, hereafter called the "Released Parties"), from liability from any and all claims including the negligence of the Released Parties, resulting in personal injury, accidents, or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Training.

6.2 Assumption of Risks. Participation in the Training carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one Training offering to another, but the risks range from: (1) minor injuries, such as scratches, bruises, and sprains; (2) major injuries, such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to (3) catastrophic injuries, including paralysis and death.

6.3 Acknowledgement. You acknowledge that You have read the previous paragraphs and know, understand, and appreciate these and other risks that are inherent in the Training. You hereby assert that Your participation in the Training is voluntary and that You knowingly assume all such risks.

7. Medical Treatment. You understand and agree that the Released Parties may not have medical personnel available at the location of the Training. In the event of any medical emergency, You authorize and consent to any x-ray, examination, and anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care that any Released Party deems necessary for Your safety and protection.

You understand that such treatment shall be solely at Your expense. Notwithstanding this paragraph, You understand and agree that the Released Parties have no obligation to provide or seek out any medical treatment for You.

8. Indemnification and Hold Harmless. You agree to INDEMNIFY, DEFEND, AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising from, in connection with, or in any way related to Your attendance at, involvement in, or participation in the Training.

9. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTION 2 BY YOU AND YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 HEREOF, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE COURSE.

10. EXCLUSION OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTION 2 BY YOU, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN SECTION 5 HEREOF, YOU AGREE THAT THE COURSE IS PROVIDED ON AN "AS IS" BASIS. COMPANY DOES NOT REPRESENT THAT THE TRAINING WILL MEET YOUR REQUIREMENTS.

11. Jurisdiction. You agree that these T&Cs shall be governed by and construed in accordance with the laws of the state of Ohio notwithstanding the Training location. You agree that the courts of Cuyahoga County, Ohio shall have exclusive jurisdiction and venue for any dispute, lawsuit, arbitration, and/or proceeding.

12. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE T&CS OR TRAINING.

13. Severability. You further expressly agree that these T&Cs are intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, You have fully read and understand these T&Cs and You are signing them freely. No other representations concerning the legal effect of these T&Cs have been made.

Your Name (Print Legibly) Leisa Breitfelder

Your Signature Leisa Breitfelder

Organization Name Linn-Mar Community Schools

Date 10/22/20

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: Leisa Breitfelder
A/P Phone: 319-447-3003
A/P Email: lbreitfelder@linnmar.k12.ia.us
A/P Address: 2999 North 10th St.
Marion, IA 52302

CUSTOMER SIGNATORY

Name: Sondra Nelson
Title: School Board President
Date: _____
Signature: _____

Federal Tax ID: 42-0872010
Purchase Order: _____
Sales Tax Exempt No. _____

Sales Tax Exemption Certificate must be attached.

School Finance Report September 30, 2019

25% of the School Year Complete- Fiscal Year End Processing in Progress

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$63,475,000			\$4,368,072	\$533,432	\$5,619,701	8.9%		\$57,855,299		
2) Support Services(2000-2999)	\$29,412,000			\$2,220,498	\$1,855,147	\$5,474,457	18.6%		\$23,937,543		
3) Non-Instructional(3000-3999)	\$4,305,000			\$215,712	\$86,808	\$324,855	7.5%		\$3,980,145		
4) Other Expenditures((4000-5299)	\$80,672,241			\$1,417,140	\$2,221,897	\$18,698,975	23.2%		\$61,973,266		
5) Interfund Transfers	\$6,286,957			\$420,183	\$420,183	\$1,260,550	20.1%		\$5,026,407		
Total	\$184,151,198			\$8,641,605	\$5,117,468	\$31,378,538	17.0%		\$152,772,660		
Operating Fund-10	\$91,072,241	\$9,860,137	\$8,604,312	\$6,633,205	\$2,070,702	\$9,745,775	10.7%		81,326,466	(1,141,464)	8,718,673
Activity-21	\$1,625,000	\$850,729	\$303,842	\$99,947	\$64,263	\$181,786	11.2%		1,443,214	122,056	972,785
Management-22	\$1,212,000	\$2,296,860	\$67,827	\$0	\$155,255	\$1,145,326	94.5%		66,674	(1,077,499)	1,219,361
PERL-24	\$475,000	\$691,922	\$26,669	\$8,833	\$9,448	\$19,407	4.1%		455,593	7,262	699,184
SAVE-33	\$9,447,199	\$5,506,893	\$1,325,385	\$522,139	\$816,548	\$1,758,871	18.6%		7,688,328	(433,486)	5,073,407
Other Capital Projects-31, 32	\$50,250,000	\$6,681,465	\$47,648,745	\$834,091	\$1,149,552	\$2,296,956	4.6%		47,953,044	45,351,789	52,033,254
PPEL-36	\$4,369,758	\$953,611	\$319,144	\$319,776	\$767,814	\$1,449,810	33.2%		2,919,948	(1,130,666)	(177,055)
Debt Service-40	\$21,500,000	\$4,207,933	\$11,855,149	\$0	\$300	\$14,451,074	67.2%		7,048,926	(2,595,924)	1,612,009
Nutrition-61	\$3,800,000	\$1,032,377	\$394,635	\$191,058	\$24,741	\$226,293	6.0%		3,573,707	168,342	1,200,719
Aquatic Center-65	\$350,000	\$185,575	\$37,051	\$32,672	\$57,754	\$101,265	28.9%		248,735	(64,214)	121,361
Student Store-68	\$50,000	\$15,446	\$7,058	-\$116	\$1,090	\$1,975	4.0%		48,025	5,083	20,529
Total	\$184,151,198	\$32,282,948	\$70,589,817	\$8,641,605	\$5,117,468	\$31,378,538	17.0%		152,772,660	39,211,279	71,494,227

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2019-2020

Date Range: 09/01/2019 - 09/30/2019

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	6,593,655.70	7,298,722.95	6,401,619.21	7,490,759.44
10.0002.0000.000.0000.101000	CASH IN BANK	5,071.05	5.09	0.00	5,076.14
10.0008.0000.000.0000.101000	CASH IN BANK	1,028,902.22	1,378.45	0.00	1,030,280.67
21.0001.0000.000.0000.101000	CASH IN BANK	1,152.93	6,832.04	6,832.04	1,152.93
21.0002.0000.000.0000.101000	CASH IN BANK	971,640.39	335,653.21	339,953.23	967,340.37
22.0006.0000.000.0000.101000	CASH IN BANK	1,155,463.20	63,897.53	0.00	1,219,360.73
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,205.97	3,205.97	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	684,707.52	23,818.02	8,815.97	699,709.57
31.0003.0000.000.0000.101000	CASH IN BANK	0.00	834,090.63	834,090.63	0.00
31.0008.0000.000.0000.101000	ISJIT \$10 Million GO Bond	5,624,665.58	8,434.28	834,090.63	4,799,009.23
32.0008.0000.000.0000.101000	CASH IN BANK	47,228,867.25	70,800.46	0.00	47,299,667.71
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,120,875.09	673,573.70	522,138.85	1,272,309.94
36.0003.0000.000.0000.101000	CASH IN BANK	(141,541.94)	315,567.79	319,775.77	(145,749.92)
40.0003.0000.000.0000.101000	CASH IN BANK	744,921.24	867,087.44	0.00	1,612,008.68
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	86,795.24	86,795.24	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,747,066.47	251,096.45	191,563.90	1,806,599.02
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	25,617.09	25,617.09	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	157,212.61	12,965.32	32,806.81	137,371.12
68.0002.0000.000.0000.101000	CASH IN BANK	14,012.60	10,118.65	3,602.02	20,529.23
		<u>70,732,755.83</u>	<u>10,889,660.31</u>	<u>9,610,907.36</u>	<u>72,011,508.78</u>

End of Report

School Finance Report September 30, 2020

25% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$67,375,000			\$4,168,333	\$1,026,964	\$5,868,939	8.7%		\$61,506,061		
2) Support Services(2000-2999)	\$31,062,500			\$2,187,968	\$2,158,624	\$5,706,520	18.4%		\$25,355,980		
3) Non-Instructional(3000-3999)	\$4,657,000			\$44,573	\$33,478	\$89,218	1.9%		\$4,567,782		
4) Other Expenditures((4000-6100)	\$44,484,045			\$2,635,988	\$5,971,016	\$9,589,518	21.6%		\$34,894,527		
5) Interfund Transfers	\$7,295,000			\$503,960	\$503,960	\$1,511,880	20.7%		\$5,783,120		
Total	\$154,873,545			\$9,540,823	\$9,694,041	\$22,766,075	14.7%		\$132,107,470		
Operating Fund-10	\$96,404,045	\$11,059,393	\$7,025,420	\$6,342,360	\$2,385,332	\$9,812,053	10.2%		86,591,992	(2,786,633)	8,272,760
Activity-21	\$1,675,000	\$739,773	\$147,128	\$52,492	\$70,427	\$127,226	7.6%		1,547,774	19,902	759,675
Management-22	\$1,247,000	\$1,997,348	\$20,066	\$0	\$126,386	\$1,225,058	98.2%		21,942	(1,204,992)	792,357
PERL-24	\$817,000	\$649,904	\$7,668	\$285,331	\$28,886	\$314,217	38.5%		502,783	(306,549)	343,356
SAVE-33	\$9,255,500	\$6,732,383	\$1,281,993	\$572,336	\$823,669	\$2,027,347	21.9%		7,228,153	(745,355)	5,987,028
Other Capital Projects-31, 32, 35	\$24,000,000	\$13,262,296	\$861	\$1,813,911	\$5,554,745	\$7,373,984	30.7%		16,626,016	(7,373,123)	5,889,173
PPEL-36	\$4,425,000	\$2,193,252	\$2,099,703	\$433,097	\$674,372	\$1,135,640	25.7%		3,289,360	964,063	3,157,315
Debt Service-40	\$12,500,000	\$712,711	\$1,646,419	\$0	\$0	\$667,851	5.3%		11,832,149	978,569	1,691,280
Nutrition-61	\$4,100,000	\$951,444	\$1,230	\$31,940	\$26,380	\$69,429	1.7%		4,030,571	(68,199)	883,244
Aquatic Center-65	\$375,000	\$55,071	\$9,285	\$3,142	\$1,161	\$4,314	1.2%		370,686	4,971	60,042
Student Store-68	\$75,000	\$13,164	\$7,792	\$6,215	\$2,683	\$8,956	11.9%		66,044	(1,165)	12,000
Total	\$154,873,545	\$38,366,738	\$12,247,566	\$9,540,823	\$9,694,041	\$22,766,075	14.7%		132,107,470	(10,518,509)	27,848,230

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2020-2021

Date Range: 09/01/2020 - 09/30/2020

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	7,552,485.69	5,944,362.10	6,182,296.41	7,314,551.38
10.0002.0000.000.0000.101000	CASH IN BANK	5,099.57	0.68	0.00	5,100.25
10.0008.0000.000.0000.101000	CASH IN BANK	1,038,956.20	340.64	0.00	1,039,296.84
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	5,825.45	5,825.45	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	765,562.73	174,876.07	195,056.55	745,382.25
22.0006.0000.000.0000.101000	CASH IN BANK	772,848.72	19,507.91	0.00	792,356.63
24.0001.0000.000.0000.101000	CASH IN BANK	162.00	3,258.91	3,420.91	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	631,385.01	7,668.12	285,313.13	353,740.00
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	581,427.00	581,427.00	0.00
32.0008.0000.000.0000.101000	CASH IN BANK	367,137.69	0.00	367,137.69	0.00
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	2,018,073.14	639,681.53	572,335.90	2,085,418.77
35.0003.0000.000.0000.101000	CASH IN BANK	0.00	1,232,483.69	1,232,483.69	0.00
35.0008.0000.000.0000.101000	CASH IN BANK	9,951,433.52	41.58	1,446,773.00	8,504,702.10
36.0003.0000.000.0000.101000	CASH IN BANK	1,493,275.24	2,097,136.66	433,096.82	3,157,315.08
40.0003.0000.000.0000.101000	CASH IN BANK	1,054,193.09	638,499.29	0.00	1,692,692.38
61.0001.0000.000.0000.101000	CASH IN BANK	156.55	23,570.58	23,727.13	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,641,942.98	30,967.98	36,921.76	1,635,989.20
65.0001.0000.000.0000.101000	CASH IN BANK	12.97	3,141.54	3,154.51	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	79,150.43	9,129.57	3,297.14	84,982.86
68.0002.0000.000.0000.101000	CASH IN BANK	14,805.10	7,839.86	6,263.33	16,381.63
		<u>31,185,086.48</u>	<u>11,419,759.16</u>	<u>11,378,530.42</u>	<u>31,226,315.22</u>

End of Report