

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of March, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Nathaniel Robert Wilson, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 20, 2018, and shall remain in effect until June 30, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The contractor will be the Keynote speaker for the 2017-18 American Indian Education senior student/family banquet. Keynote rate for contractor is \$600.00 (six hundred dollars). Contractor will also provide speaking engagement to East High School students during WIN, rate being \$200.00 (two hundred dollars).
3. **Background Check.** (Applies to contractors working independent with students)
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses (including but not limited to travel, meals, and lodging) in performing said obligations at a rate of \$800.00/day up to a sum not to exceed \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Nathaniel Robert Wilson, 2043 W Pasadena Ave #1 Phoenix, AZ 85015; 651-468-1387.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

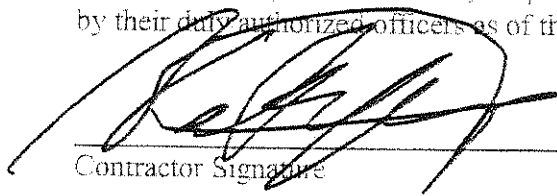
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



Contractor Signature

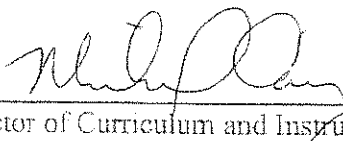
SSN/ Tax Identification Number

4/18/18


Date

Edye Hawes
Program Director

4/18/18
Date


Director of Curriculum and Instruction

4/19/18
Date


Director of Business Service / Superintendent of Schools

04/20/18
Date

FINANCIAL PLANNING AGREEMENT

BY AND BETWEEN
ISD 709, DULUTH PUBLIC SCHOOLS
AND
NORTHLAND SECURITIES, INC.

2018 OPERATING LEVY REFERENDUM PROJECT

This Agreement made and entered into by and between the ISD 709, Duluth Public Schools (hereinafter "DISTRICT") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the DISTRICT desires to use the services of NSI for financial planning assistance related to planning for an operating referendum in November 2018.

WHEREAS, the advice rendered by NSI is intended solely for financial planning purposes. NSI is not providing advice or any recommendation on the timing, terms, structure or similar matters related to a specific bond issue. The financial planning services provided by NSI do not create a relationship, direct or implied, related to the issuance of municipal securities that may result from this planning.

WHEREAS, NSI desires to furnish services to the DISTRICT as hereinafter described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

The proposed scope of work is designed to provide services at the request of the District related to the planning and execution of the 2018 operating levy referendum.

BASIC SERVICES

The proposal is based on a core service package with optional services that can be added at the discretion of the DISTRICT. NSI expects to attend board meetings and other meetings with district officials as necessary to carry out the services described below.

TASK 1 – FINANACIAL ANALYSIS

- Prepare interactive spreadsheet to be shared with the DISTRICT for assessing impact of different referendum scenarios.
- Gather data from the DISTRICT, counties and Department of Education to build model.
- Prepare and validate tax impact of different operating referendum scenarios. Once a scenario has been selected, NSI will prepare a static tax impact handout that can be shared with the DISTRICT and community stakeholders.

TASK 2 – PROCESS FACILITATION

NSI will work with legal counsel to provide required information and make sure all legal notices, ballot language and resolutions are prepared and executed in a timely manner.

TASK 3 – COMMUNICATION MATERIALS

- Gather data and prepare informational materials to be included in District communications about the operating referendum. This can include preparation of various graphs, charts and other financial data.
- NSI will build an online tax calculator to be hosted on the DISTRICT'S website that allows tax payers to input property parcel numbers and receive a specific tax impact based upon the referendum market value for their property.
- Presentation of property tax impacts and state aid calculations related to the operating referendum.

TASK 4 – STRATEGIC THINKING

- Development of materials and attendance at meetings to help the DISTRICT build a narrative, understand context and develop referendum strategies.
- Presentation of data related to how the DISTRICT compares to peer districts across the state.

ADDITIONAL SERVICES

The DISTRICT may authorize NSI to provide additional planning services as the project requires. The tasks described in the agreement present the tasks that NSI expects to perform. NSI will provide a written scope of work and budget for all additional services.

COMPENSATION

Northland will complete the work as described in this proposal for a cost not to exceed \$5,000. We will bill upon completion for work performed at the rate of \$200/hour.

The DISTRICT will only pay for our services when they are needed. Several factors illustrate these objectives:

- There are no incidental or hidden fees. Northland will not bill the DISTRICT for any out of pocket expenses for Travel, copying, mail/shipping, and printing.

- Our hourly rates are very competitive.
- The experience of our staff allows us to work efficiently and with lower total project budgets.
- When we agree to a "not to exceed" budget, which is our practice, we will not bill for a greater amount unless you request services outside of the work scope.

ASSIGNED NORTHLAND EMPLOYEES

The NSI employees responsible for providing services pursuant to this agreement and for the services performed are Michael Hart and Greg Baufield.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the DISTRICT and NSI and their successors or assigns.

DISCLAIMER

In performing service under this agreement, NSI is relying on the accuracy of information provided by the DISTRICT, counties and Department of Education. The services provided by NSI are based on current State Law. The parties agree that the state statute related to the operating referendum and other laws may change and may affect the accuracy and validity of services provided by NSI. NSI will perform its work using the best available information. The DISTRICT recognizes and accepts that future growth, property values, student data, and aid formulas may vary from the assumptions used by NSI and such changes may affect the work product produced and provided by NSI.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the DISTRICT or NSI.

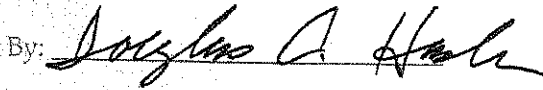
Dated this 26th day of April, 2018

Northland Securities, Inc.

By: 

Executive Vice President/Director of Public
Finance

ISD 709, Duluth Public Schools

By: 

CFD / Duluth Public
Title Schools

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of February, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Wolcott, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 5, 2018, and shall remain in effect until June 1, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling, organization and attendance of the event to be held May 14-17, 2018.
3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Aaron Salmela, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Amy Wolcott, 5652 Rose Rd, Hermantown, MN 55811 MN 55811

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

19. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

20. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

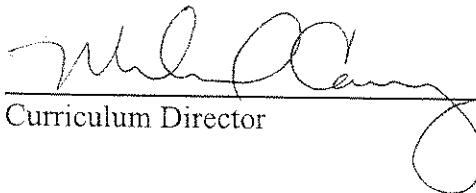
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor/Signature SSN/Tax Identification Number

1/22/18
Date

Initiator Title

Date


Curriculum Director

4/11/18
Date


Director of Business Service

4/12/18
Date

Contract Agreement

This Agreement, made and entered into this 12th day of April, 2018 and between Independent School District #709, a public corporation, hereinafter called District, and Joan Sargent, and independent contractor, hereinafter called Contractor.

The purpose of the agreement is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 12, 2018 and shall remain in effect until June 30, 2018 terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,700. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. **This Agreement will not be approved unless TIN is provided.**
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants, or employees shall in no way be the responsibility of the District.
8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Doug Hasler, Director of Budget &

Finance, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 230 W. 6th Street Duluth, MN 55806. (Mailing address, including zip code.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
14. **Insurance.** (If applicable)

As evidence of their assent to the terms and conditions of this agreement, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Independent School District #709

Ma

Chair

Ma

Clerk

Joseph M. Ferraris

Program Director

Joseph O. Hall
Director of Budget and Finance

Contractor

Joan Sargent

Name

Independent Contractor 9/30/16

Title

Date

Taxpayer Identification Number

4-12-18
Date

Description of Services

To be provided by independent contractor Joan D. Sargent
For ISD #709- Denfeld High School for the academic year 2017-18

- Facilitate 4 ½ day Intercultural Leadership Retreat
- Organizational meetings as needed with Denfeld Administration
- Determine participant list (mix of gender/ content area/ certified & non-cert., ringers)
- Schedule retreat dates and space
- Administer formative evaluation midway through retreat and summative evaluation at conclusion of retreat
- Provide mini orientation session to onboard new staff to intercultural process
- Draft communication to invite participants
- Send letter of invite from administrator to participants
- Set up IDI electronically for 21 participants
- Purchase and setup DiSC
- Order Intercultural Conflict Survey (ICS)
- Create spreadsheet to track inventory completion & IDI feedback sessions
- Schedule and provide individual IDI feedback sessions with QA's
- Agenda retreat revisions as needed
- Prepare facilitator schedules
- Prepare handouts for participants (binder cover/three hole punched/collated)
- Purchase and gather all supplies
- Send follow communications via email with retreat logistics to participants
- Create IDI and DiSC group profile
- Order DiSC Group Profile
- Finalize menu and confirm with site



Professional Services Scope of Work
DULUTH INDEPENDENT SCHOOL DISTRICT
PowerSchool
BusinessPLUS



QUOTATION FOR SERVICES

Purpose of Document

The purpose of this Scope of Work (“SOW”) is to outline the process, approach, completion criteria, and associated costs for the deliverable as requested by the DULUTH INDEPENDENT SCHOOL DISTRICT (“Client”). This Scope of Work is subject to the terms and conditions of the current master agreement between Client and PowerSchool and any associated policies, pursuant to which PowerSchool Group LLC (“PowerSchool”) has licensed the PowerSchool application to Client.

Scope of Service

- BusinessPLUS Professional Services Training

Deliverable Example(s)

N/A

Assumptions

Both Parties agree to the following assumptions:

- All PowerSchool services will be performed remotely/off-site utilizing remote connectivity including conference call and WebEx sessions unless on-site services are specifically quoted under Objectives. Any remote connectivity tools used will be at PowerSchool’s cost. Any on-site costs listed under Objectives will be at Client’s cost.
- All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Client’s school personnel. Neither PowerSchool nor any PowerSchool Project Manager/Technical Resource is authorized to take responsibility for business decisions, or to assign work to individuals except via the Client’s project manager or their designees.
- The Client will create, oversee, and enforce a change control methodology to ensure that proposed data, technical, and functional changes are evaluated in a test or support environment before they are deployed to a Production environment so as not to adversely affect the deliverable. All liability for changes made to the Production PowerSchool environment(s) are assumed by the Client’s Department of Education or individual school districts.
- The Client will provide access to test/development environment and/or production environment as needed or required to complete deliverable. This includes but is not limited to PSAdmin access, database access, local server file system access and other resources as needed to complete deliverable. The Client understands that diagnosing or otherwise troubleshooting access issues is outside of this scope of work and is billable on a time/materials basis.



PowerSchool

- PowerSchool will make every effort to match the content and format of any supplied samples related to this request with any developed output. However, PowerSchool cannot guarantee that all items included on a sample can be included in the final deliverable. Further, Client understands that final output may vary from any supplied sample.

Timeline

All effort shall be scheduled and milestones defined during the project kickoff.

Project Kick-off, Planning and Management

Objectives

Items	Description
Kick-off Meeting	The PowerSchool Project Manager/Technical Resource will conduct a Kick-off Meeting with the Client to establish responsibilities, milestones, and a basic Project Timeline as applicable.
Establish development tasks	The PowerSchool Project Manager/Technical Resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
Milestone deliveries	The PowerSchool Project Manager/Technical Resource will establish the timeline for delivery of milestones during development.
Project Status Reporting	The PowerSchool Project Manager/Technical Resource and the Client will agree on an acceptable method and timing of status reports.

Approach

PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:

- Project Kick-off, Planning, and Management
- Design of Deliverable
- Active Development
- Testing and Validation
- Project Completion/Sign-Off

The Client will:

- Identify Client project lead that will work with PowerSchool throughout the effort.
- Attend Kick-off meeting and all subsequent meetings.
- Provide access as needed to Client resources throughout the effort.
- Provide timeline input and feedback throughout the effort.
- Manage Client Business Process Change throughout the effort.
- Test deliverables for the agreed upon functionality and display, and notify the PowerSchool Project Manager/Technical Resource of any concerns.
- Participate in milestone deliveries and sign-off.



Project Change Request

Changes to this original scope of work may be requested by the Client and reviewed by PowerSchool for potential changes in the costs related to the work. If Client requests modifications or additions to the work either during or after PowerSchool's development of the deliverable, such rework or additional work due to Client-requested modifications or additions shall be performed at an additional cost. PowerSchool will provide Client with an additional cost quote in response to Client's requests. Once approved in writing by both the Client and PowerSchool the change request will become a part of this document and the work completed as agreed.

Project Change Control Procedure

The following process will be followed if a change to this Scope of Work is required.

- A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
- The designated Program/Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Program/Project Managers will review the proposed change and recommend it for further investigation or reject it. PowerSchool will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. PowerSchool will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the agreements between the parties.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Professional Services

Objectives

Description
- BusinessPLUS Professional Services
7.11 Upgrade Services/Training
- Remote Project Manager

Information Provided by Client

- Customer to identify appropriate resources within the District who will participate in training services.



Billing Terms

This SOW is structured on a time and materials basis. Client will be billed as services are rendered.

Additional Terms and Conditions

1. Client's PowerSchool standard annual support charges for the Product do not include support for custom work or software modifications.
2. PowerSchool warrants that after delivery, the deliverable supplied by PowerSchool pursuant to this Statement of Work will substantially conform to the specifications provided herein. The standard warranty will expire thirty (30) days after date of delivery. Bug fixes submitted during this time do not extend the warranty. The foregoing warranty shall not apply if the deliverable has been modified by Client or is used in a manner that does not conform to the instructions provided by PowerSchool, if any. If the deliverable does not meet the requirements of this warranty, Client shall be responsible to so notify PowerSchool in writing during the warranty period and provide PowerSchool with sufficient detail to allow PowerSchool to reproduce the problem. After receiving such notification, PowerSchool will undertake to correct the problem by programming corrections and/or reasonable "work-around" solutions. The foregoing states the complete and entire remedies that Client has under this warranty. PowerSchool shall have no responsibility for any warranty claims made outside of the warranty period. Client acknowledges that, unless otherwise expressly agreed in writing by PowerSchool, all work performed under this SOW shall be subject to resource availability and that the fees set forth on the Quotation are an estimate of the total cost. PowerSchool cannot guarantee a timeframe for delivery. If the total number of hours needed to create and deliver this specific deliverable exceeds 70 hours, PowerSchool will provide Client with an additional quote of the time required to complete the deliverable in progress. In addition, Client acknowledges that during the production of the deliverables it may be necessary for PowerSchool, due to limitations associated with the Product or related database, to create a work-around or reevaluate the specifications associated with a deliverable to either provide the deliverable or deliver comparable results. Any such deviations that arise during the project shall be managed with a Project Change Request and may result in adjustments to the deliverables and additional charges. PowerSchool may, at its option, require a purchase order for this additional amount in order to proceed.
3. All deliverables will be based upon the feature functionality of a single released version of the Product and PowerSchool will use such version for the creation of the deliverables. PowerSchool makes no representation or warranty that the deliverables provided will function or be compatible with any version of the Product other than the version used by PowerSchool in the creation of the deliverables.
4. This Statement of Work does not include training, or updates to the work developed in this Statement of Work unless specifically listed under Objectives. Additionally, this Statement of Work does not include ongoing technical support beyond the thirty (30) day warranty.



PowerSchool

5. All rights, title, and interest in any know-how, trade secret information, and all copyrightable material, copyrights, and copyright applications which PowerSchool conceives or originates, either individually or jointly with others, and which arise out of the performance of this SOW, will be the property of PowerSchool. Works of authorship created by PowerSchool in the performance of this Statement of Work are not “works made for hire” as defined under U.S. Copyright Law.
6. All work performed under this Statement of Work shall be subject to the current master agreement by and between PowerSchool and Client and no other rights, title, interest, or license to the deliverables, whether express or implied, is granted to Client.

Client Agreement Process

This is a quotation for development work to be performed by PowerSchool Group LLC. If executed by Client and returned to PowerSchool along with a purchase order prior to the expiration date of this quotation, this quotation will become a Statement of Work and PowerSchool will commence the work identified herein. This Statement of Work is subject to the terms and conditions of the current master agreement between Client and PowerSchool under which PowerSchool licensed the Product to Client. The term “Product” refers to the PowerSchool product that the Client has implemented, as identified above.

If Client wishes to proceed with the purchase of the above-quoted work, please have a copy of this quotation executed by an authorized representative of Client and return to either:

Email: Sharron.Bragg@PowerSchool.com

Email: Eric.Walsh@PowerSchool.com

This quote is valid thirty (30) days from 04/17/18. If an executed copy of this quote and a purchase order are not received within said thirty (30) day period, this quote shall expire; provided, however, that if PowerSchool receives a copy of this quote executed by Client along with a purchase order after said expiration date, PowerSchool may, but shall not be obligated to, proceed with the work as contemplated herein.

Project Price and Hours

Duration	Service Description	Fee
40 Hours	7.11 Set-up / Training	\$7,500.00
16 Hours	7.11 SubTracker Set-up/Training	\$3,000.00
14 Hours	Remote Project Management	\$2,940.00
Total		\$13,440.00

Payment Terms

All service fees are due upon receipt of invoice(s).



Professional Services Agreement
DULUTH INDEPENDENT SCHOOL DISTRICT

Project Price: (USD): \$13,440.00

Project Hours: 70

<p><i>Accepted and Agreed To:</i> Client: DULUTH INDEPENDENT SCHOOL DISTRICT</p> <p>Name: <u>Douglas A. Hasler</u></p> <p>Title: <u>CFO</u></p> <p>Signature: <u>Douglas A. Hasler</u></p> <p>Date: <u>04/30/18</u></p>	<p><i>Accepted and Agreed To:</i> PowerSchool Group LLC</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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Please indicate if you are a PowerSchool Hosted Client by checking this box.
 By checking this box, you give PowerSchool permission to utilize your data for an internal test server to develop and test the deliverable that we are creating for you so as not to impact your Production environment throughout the course of development



Minnesota
Humanities
Center

April 11, 2018

William Howes
Duluth Public Schools
Duluth, MN 55802

Dear William,

We are thrilled Duluth Public Schools is inviting the Minnesota Humanities Center to offer an *Increase Engagement Through Absent Narratives* workshop for your educators and other community members on Saturday, May 19, 2018 at your location. Below is a Memorandum of Understanding (MOU) confirming the details and scope outlined in a recent email with me and a phone conversation with Sung Ja Shin, our lead program officer on this project. I am happy to discuss any changes in the scope outlined below. Once we have a signed agreement, Sung Ja Shin will be your primary contact person.

The Humanities Center values a partnership with Duluth Public Schools as we share a mission and purpose to support success for all students by helping educators relate to students, families, and communities, and each other. Please sign and return this agreement *no later than April 24, 2018* so the Humanities Center can secure contracts with the workshop facilitators. Thank you for this opportunity.

Sincerely,

Casey DeMarais
Director of Programs

**Increase Engagement Through Absent Narratives: May 19, 2018
Memorandum of Understanding**

The *Increase Engagement Through Absent Narratives* workshop offered by the Minnesota Humanities Center is a foundational part of the Center's Education Strategy and is designed as an eight hour experience. This engaging and interactive session is provided to the Duluth Public Schools for a fee as outlined below. This fee helps off set the total cost of the workshop and the remaining expenses are funded in part with the generous support from the Arts and Cultural Heritage Fund.

This one-time fee for service for Duluth Public Schools offered by the Minnesota Humanities Center is \$1000. An invoice for this amount will be provided following successful completion of the workshop as outlined in this MOU.

Minnesota Humanities Center will:

- Offer one *Increase Engagement Through Absent Narratives* workshop on Saturday, May 19, 2018 from 8 a.m. to 4 p.m.
- Provide two facilitators and Humanities Center staff person on site to coordinate details, manage the flow of the day, liaison with you and/or district leaders, and ensure an overall engaging experience for the participants.
- Provide workshop content and materials
- Organize food and beverage for up to 45 participants, staff, and facilitators

A Humanities Center staff person will also be your point person on planning and logistics in advance of the workshop and coordinate with you any wrap-up post workshop.

Schedule, content, and flow of this offering are set and this allows for no additional customization or significant changes. Any change(s) in content to adapt or re-design at the request of Duluth Public Schools for your specific audience would be available but at an additional expense and with sufficient advance notice agreed to by both parties.

Duluth Public Schools will:


- Provide a meeting space for up to 45 participants, round tables for 6-8 participants per table
- Provide LCD projector/screen with sound and microphone
- Guarantee participation of up to 20 educators from Duluth Public Schools
- Collaborate with the Humanities Center to recruit a group of 4 diverse community members and/or students to speak about the importance of community solutions in a panel format during the last hour and a half of the workshop.

For programming questions: Sung Ja Shin, sungja@mnhum.org, 651-772-4255

For contract/payment questions: Leah Benson, leah@mnhum.org, 651-772-4263

By signing below, I certify that I have read and agree to all terms above and am authorized by the Duluth Public Schools district to enter into this agreement.

Name and Title: Douglas A. Harler, CFO

Signature:  Date: 04/12/18

Please indicate the contact information and address to which the Minnesota Humanities Center should submit an invoice:

Point of Contact Name (please print): William Howes

Phone Number: 218-336-8714 or 218-310-0622 (CELL)

Email Address: william.howes@isd709.org

Street Address: 215 N. 1st AVE E.

City, State, Zip Code: Duluth, MN 55802

This programming is funded in part with money from the Arts and Cultural Heritage Fund that was created with the vote of the people of Minnesota on November 4, 2008.



295 Interlocken Blvd, #100
Broomfield, CO 80021
US

April 11, 2018

TO: Duluth Public Schools
215 N. 1st Avenue East
Duluth, MN 55802
United States
ATTN: Pamela Bowe, Director

Subject: Nutrislice Agreement

Dear Pamela,

Thank you for being a part of the Nutrislice family! Our amazing clients — like you! — are what made our company one of the Inc. 500 fastest-growing private companies in America.

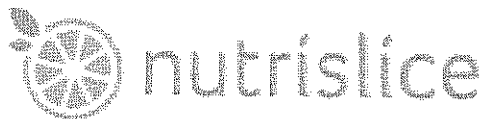
We are honored to be able to work with you and your organization, and we work hard every day to be deserving of your trust. Together we can continue to achieve great things!

The following document is a contract outlining the terms and pricing for a renewal agreement with Nutrislice. Please let me know if you have any questions or need assistance with anything.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Janssen", with a long horizontal flourish extending to the right.

Chad Janssen
Client Success
Nutrislice, Inc.
chad@nutrislice.com



CONTRACT

Overview:

This agreement ("Contract"), between Duluth Public Schools ("You") and Nutrislice, Inc. ("Nutrislice"), is a binding contract for the purchase of the Nutrislice Software Services described below, for the duration of the Contract Term below.

Contact Information:

Nutrislice	Duluth Public Schools
Name: Chad Janssen	Name: Pamela Bowe
Email: chad@nutrislice.com	Email: pamela.bowe@isd709.org
Phone:	Phone: (218) 336-8707 ext 1019
Address: 295 Interlocken Blvd. #100 Broomfield, CO 80021 US	Address: 215 N. 1st Avenue East Duluth, MN 55802 United States

Contract Term and Dates

Contract Term: 36 Months
Contract Start Date: May 01, 2018
Contract End Date: April 30, 2021
Renewal Date: May 01, 2021

Recurring Costs			
DESCRIPTION	QTY	UNIT PRICE (12-MONTH)	TOTAL PRICE (12-MONTH)
Nutrislice Menus - Standard <i>Subscription - Per Each</i>	1	\$3,000.00	\$3,000.00
		ANNUAL TOTAL	\$3,000.00
		<i>Every 12 months</i>	
		CONTRACT TOTAL	\$9,000.00
		<i>Over 36 months</i>	

Recurring Costs are due Annually, in advance of the subscription or service.



Payment Term and Details

Invoicing Schedule: Annually
Payment Terms: Net 30
First Invoice Amount: \$3,000.00
Due Date of 1st Invoice: May 01, 2018
Total Contract Amount: \$9,000.00

Terms and Conditions:

You agree to be bound by all of the terms and conditions of the *Nutrislice Software Subscription Agreement* and the *Terms and Conditions of Hardware and Technical Services Sale and Support*, each included as an attachment to this contract.

Duluth Public Schools Signature

Douglas C. Hahn

04/25/18

Date

Approval

By affixing my signature, I hereby acknowledge that I am authorized to enter into to this Agreement on behalf of Duluth Public Schools and hereby do accept this Agreement, including all Attachments, schedules or exhibits attached hereto, on behalf of Duluth Public Schools.

Nutrislice Signature

Date



Nutrislice Software Subscription Agreement

Version 3.0.1 – For Schools and School Districts
Last updated July 7, 2017

This Software Subscription Agreement ("Agreement") governs your acquisition and use of software services from Nutrislice, Inc., a Delaware corporation ("Nutrislice") headquartered in Broomfield, Colorado.

By executing an Order Contract that references this Agreement, you agree to the terms and conditions herein. If you are entering into this Agreement on behalf of a company, government organization, or other legal entity, you represent that you have the authority to bind such entity to this Agreement and are doing so by executing the Order Contract herewith, in which case the terms "You" or "Your" shall refer to such entity. If you do not have such authority to bind the entity you represent, or if you do not agree with these terms and conditions, you must not accept the Order Contract referencing this Agreement and may not use the Software Services.

1. **DEFINITIONS.** In addition to other terms defined in Title Case throughout this Agreement, usage in Title Case of the terms defined in this section shall have the following meanings:

1.1 **"Authorized User(s)"** means individuals who are authorized by You to use the Software Services. Authorized Users may include but are not limited to You, Your employees, consultants, contractors, agents, Your students (including minors) and/or other third parties with whom You transact business, who You have authorized to access and/or use Nutrislice Software.

1.2 **"End User(s)"** means individuals who consume or interact with information or interfaces made available via the Software Services, including Authorized User(s), third parties with whom You transact business, and persons from the general public who engage with Your application of any Nutrislice Software.

1.3 **"Order Contract"** means a contract in which this Agreement is attached or referenced, which conveys the terms and conditions of an agreement between the Parties for the purchase of one or more Subscriptions and/or other associated services and/or products from Nutrislice. The parties agree that an Order Contract may be formed either by execution of an Order Contract document, or by acceptance of an offer, quote or proposal from Nutrislice that incorporates or references this Agreement.

1.4 **"Parties"** shall mean both You and Nutrislice; **"Party"** shall mean either You or Nutrislice, according to the context of its usage.

1.5 **"Personal Data"** means any information that is considered to "personally-identifiable," "personal data," or information that may be used to identify an individual, as defined in each context herein by the Privacy Law(s) applicable to such information, including without limitation name, birth date, address, username/password, etc.

1.6 **"Privacy Laws"** means all data protection and privacy laws to the extent applicable to the collection, use, storage, or disclosure, or processing of the Personal Data hereunder, including but not be limited to:

- a) all United States Federal Trade Commission ("**FTC**") rules, regulations and guidance relating to the collection, use, disclosure and processing of Personal Data;
- b) the Children's Online Privacy Protection Act of 1998 ("**COPPA**"), including any regulations and guidance issued thereunder;
- c) The Family Education Rights and Privacy Act ("**FERPA**"), including any relevant regulations, and guidance issued thereunder, as well as any other federal laws, state laws, rules and regulations relating to the protection of Personal Data of students; and
- d) The Payment Card Industry Data Security Standard v3.2 or any successor standard thereto which has been in effect for at least 1 year ("**PCI**").

1.7 **"Software Services" or "Software"** means any software application (including web-based software) that is created and/or operated by Nutrislice. Software Services specifically refers to Software, provided by Nutrislice as a subscription-based service.

1.8 **"Subscription"** means a grant from Nutrislice of non-exclusive, non-transferable, non-sublicensable, limited rights for You and Your employees and authorized Users to access and/or use the Software specified in Your Order Contract for the time period specified therein.

1.9 **"User Data"** means all electronic data or information submitted by You or Authorized Users of the Software Services and any data derived directly therefrom by any Nutrislice software, which is not Personal Data.



1.10 "Us," "We" or "Our" means Nutrislice and/or any affiliate thereof.

2. GENERAL

2.1 Our Responsibilities and Service Level Commitments. Subject to the terms of this Agreement and the applicable Order Contract, We shall: (a) provide you with access to Software Services that perform the functions and/or services described in any Order Contract and documentation; (b) provide standard email and phone support for the Software Services to You during standard business hours of 7:30 AM - 4:30 PM, MT, and any additional or upgraded support and consultations as specified in Your Order Contract; (c) use commercially reasonable efforts to make Subscribed-to Software Services available with at least 98% availability, 24 hours a day, 7 days a week, except for: (i) planned downtime, which We shall minimize and limit to low traffic times; (ii) occasional temporary outages caused by unforeseen technological issues of our hosting platform(s) or a third-party technological dependency, which We shall use commercially reasonable efforts to expedite resolution in a rapid manner, given that continual uptime is in Our own interest; or (iii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks; and (d) provide the Software Services only in accordance with applicable laws and government regulations.

2.2 Your Responsibilities.

a. You shall (i) be responsible for Authorized Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality and legality of any User Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software; and notify Us promptly of any such unauthorized access or use; (iv) use the Software Services only in accordance with applicable laws and government regulations; (v) if the Software Services are provided to minors or minors are the intended audience of the output of the Software, assure that any federal, state, or local (including school) regulations, guidelines, or laws are followed with respect to Your particular use of the Software Services with minors; and (vi) to cooperate with Us and Our licensors (if any) in connection with efforts to protect intellectual property and other legal rights in the Software.

b. You shall not use access to the Software or provide access thereto to any third party for any of the following: (i) to make secured areas (those for which a password, or other credential is required) of the Software available to anyone other than Authorized Users; (ii) to sell, resell, rent or lease the Software Services; (iii) to store or transmit obscene, pornographic, libelous, unlawful or tortious material, or material in violation of third-party privacy or intellectual property rights; (iv) to use the Software to store or transmit any harmful, exploitative or malicious code or program; (v) to interfere with, access without authorization, or disrupt the integrity or performance of the Software, data contained therein, or any third-party dependencies; (vi) to reverse engineer the Software; (vii) to create any competing product or service or product with similar features to the Software or to provide access to the Software or information about the Software or derived from the Software with any Nutrislice competitor; (viii) to create any application, web site or program code incorporating any interfaces, API's or URL's exposed by the Software without written authorization from Us; (ix) to copy, frame or mirror any graphics, code, content or portion of the Software without written authorization from Us; (x) to disseminate performance information or analysis from any source relating to the Software; or (xii) to remove any product identification, copyright notice or other proprietary marking from the Software.

2.3 Subscriptions. For the duration of each fully paid Subscription, Nutrislice will provide access to Software specified in your Order Contract and corresponding hosting, system and general updates, client support, and maintenance. Subscriptions are limited to products, modules and services, at purchased Subscription level(s), as specified in Your Order Contract, and include all standard improvements and changes made to those products, modules and services at the purchased Subscription level(s), for the duration of the Subscription(s). If you wish to purchase additional software, services, or Subscription level(s), such purchase shall be made in an addendum or additional Order Contract that references Your original Order Contract, and the Subscription costs and terms for such subsequent additional products will be prorated so that they co-terminate and/or co-renew with this Agreement. You acknowledge that updates and changes to the software will be provided as part of your Subscription, and agree that Nutrislice may change, update or remove features or functions of the software at its discretion, so long as the core software functionality corresponding to your purchased Subscription(s) are not impeded.

2.4 Customizations and modifications. To the extent that You request or require customizations or modifications to the Nutrislice Software, Nutrislice only agrees to such customizations or modifications if they are explicitly reflected in your Order Contract. You recognize that any outstanding or future requests for customizations not reflected in an Order Contract will only be considered at Nutrislice's sole discretion and may require an additional charge and an additional Order Contract or Addendum agreed to by both Parties.

2.5 Menu data intended for publishing. Nutrislice is primarily a platform to assist You in marketing and publishing information about Your program to Your consumers and potential consumers amongst the general public. As such, You acknowledge that the food and menu information that you provide to Nutrislice will be made



electronically available to consumers and the general public without access restrictions, and that third parties will inherently be able to view, consume, archive, analyze and share such data, and as such, You agree to hold Nutrislice harmless for any consequence of such information being made publicly available. Nutrislice's responsibility with respect to Personal Data and User Data is defined in Section 8.

2.6 Usage Limitations. Your Subscription may be subject to limitations, such as, for example, limits on (a) disk storage space; (b) the number of text messages that may be sent and/or received via any SMS system included in the Software Services; (c) limits on push notifications; or (d) the number of locations, rooms, or screens in which the software may be used or displayed. Such limits shall be communicated to you in Writing as part of your Order Contract.

3. FEES AND PAYMENT

3.1 Fees. You shall pay all fees that are specified in all Order Contracts, on time. Except as otherwise specified herein or in a corresponding Order Contract, (a) fees are based on Software Services Subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) the number of User Subscriptions, text messages, or screen/location licenses purchased cannot be decreased during the relevant Subscription term for refund or credit.

3.2 Invoicing and Payment. All charges for the Software Services shall be made according to the terms of the Order Contract. Unless otherwise stated in the Order Contract, invoiced charges are due 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. For placing orders of Nutrislice products or services, Nutrislice may require you to submit the details of an order using a specific form, document, or website for it to be accepted.

3.3 Overdue Charges. If any invoiced amount is not received by Us by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future Subscription renewals and Order Contracts on payment terms shorter than those specified in Section 3.2.

3.4 Suspension of Service. If any amount owed by You to Us under this or any other agreement for Software Services is thirty (30) or more days overdue, We may, without limiting Our other rights and remedies, suspend Software Services to You until such amounts are paid in full. We will give You at least fifteen (15) days notice that Your account is overdue prior to suspension.

3.5 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all such Taxes associated with Your purchases hereunder, not including any tax premised on the Nutrislice's net income. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights in Software. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to You hereunder other than limited usage rights for a limited time, as expressly set forth herein and/or in any Order Contract.

4.2 Reservation of Rights to Content. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to any content owned or licensed by Nutrislice that is provided with the Software Services, including any images, text, video, and other content or files. No rights to Content are granted to You hereunder other than limited usage rights of the content within the Software for the duration of corresponding active Subscription(s).

4.3 Suggestions. To the extent applicable and possible, You hereby grant Us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by You, Authorized Users or End Users.

5. CONFIDENTIALITY

5.1 Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the



information and the circumstances of disclosure. Your Confidential Information shall include any data which is provided to Us and is indicated as being private or confidential in a written communication to an authorized Nutrislice employee or agent. Our Confidential Information shall include the Software, including any designs, pages, user interfaces, html, scripts, source code, or internal mechanisms thereof, as well as business and marketing plans, technology and technical information, product plans and designs, and pricing. Confidential Information of each Party shall include the terms and conditions of this Agreement and Order Contracts and attachments thereto and business plans or processes disclosed by such Party, and any other information that is specified to be confidential in an Order Contract.

5.2 Exclusions from Confidential information. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iii) was independently developed by the Receiving Party, or (iv) **is subject to immediate public disclosure or public availability under any public information law.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if the Disclosing Party wishes to contest the disclosure. User Data and Personal Data shall be provided the confidentiality and protections described under Section 8 herein, but shall not generally be deemed Confidential Information under this Section (5).

5.3 Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and any affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. You shall not disclose the terms of this Agreement or any Order Contract to any third party other than legal counsel and accountants without Our prior written consent.

6. REPRESENTATIONS, WARRANTY AND DISCLAIMER

6.1 Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so. We represent that we have all necessary rights, including intellectual property rights, to provide you with the Software Services specified in Your Order Contract.

6.2 WARRANTY. WE WARRANT THAT THE SOFTWARE WILL PERFORM THE FUNCTIONS DESCRIBED IN YOUR ORDER CONTRACT.

6.3 DISCLAIMER. WE MAKE NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS TO YOU AS TO THE SOFTWARE AND SOFTWARE SERVICES. ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED BY NUTRISLICE AND WAIVED BY YOU, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7. ALLERGENS & DIETARY RESTRICTIONS NOTICE AND DISCLAIMER

7.1 Notice of Limitations, Acknowledgment, and Disclaimer. Depending on the Software Services You purchase, the Software may include one or more features ("Dietary Information Functionality") that may be used by End Users to identify and/or filter menu items based on particular criteria ("Dietary Information"), including ingredients, allergens, particular nutritional information (e.g., carbohydrates or other nutrient data), or conformity to mandatory or voluntary dietary restrictions. You agree and acknowledge that We do not identify any Dietary Information and that the accuracy of any such information in the system is the sole responsibility of You. You agree and acknowledge that the effectiveness of the Dietary Information Functionality in identifying the presence of Dietary Information is **limited** by the following: (a) Each manufacturer of menu items sold within the district must accurately and clearly provide food information and identify ALL the ingredients and allergens in the information they provide to You; (b) You must accurately enter the information provided by the manufacturer in ALL published menu items in a timely manner before publishing information to End Users; (c) Dietary Information may not be accurate due to substitutions, alterations, changes in supplier, mislabeling by manufacturer, or by failure of You to update your database; (d) Authorized Users and End Users may fail to identify an allergen, mistakenly identify an allergen, or improperly enter data into the Software; and (e) in the case that We provides human services or automation in importing food data from Your menu planning or inventory systems, that it is Your responsibility to verify that such food data is imported properly and that Dietary Information is accurately reflected in the Nutrislice system. We hereby disclaim any responsibility and You agree to accept responsibility and hold Us harmless for the accuracy of Dietary Information inputted into Nutrislice software, whether by You, by Your agent, or by any automated process or human input service that is provided to You as a convenience by Us. You agree to assess the output of the Dietary Information Functionality, and that if you find the output, formatting, and/or user interface of the Dietary Information Functionality to be inadequate, you will disable the Dietary Information Functionality. **The Dietary Information Functionality should never be a substitute or**



replacement for competent medical advice, or End Users' own proper due diligence. We assume no liability for any adverse reactions to food consumed, or food items one may come in contact with.

8. PRIVACY

8.1 Data Rights and Licenses

8.1.1 Ownership. For avoidance of doubt, as between Nutrislice and Client, Client is the sole and exclusive owner of all Personal Data.

8.1.2 License. Subject to the Section 8.1.1, Client grants Nutrislice the right, during the Term of the Agreement, to access, collect, use, copy, assemble, compile, analyze, modify, transform, receive and transmit Personal Data and User Data for the purposes set forth in the Agreement. Further, to the extent allowed under Applicable Law, Nutrislice may use Personal Data and User Data in connection with optimization, statistical analysis, and product improvement, the de-identified results of which shall be owned exclusively by Nutrislice.

8.2 Return of Data. At any time during the Term, at Client's written request, or upon the termination or expiration of this Agreement for any reason, Nutrislice shall promptly return to Client all copies, whether in written, electronic, or other form or media, of Personal Data or User Data in its possession or control or securely dispose of all such copies, and shall upon request by Client provide written certification by an officer of Nutrislice to Client that such Personal Data has been returned to Client or disposed of securely. Nutrislice shall comply with all reasonable directions provided by Client with respect to the return or disposal of Personal Data or User Data, including without limitation returning the Personal Data or User Data in the format reasonably requested by Client, subject to a reasonable charge if such formatting causes Nutrislice to incur additional expenses. Notwithstanding the foregoing, Nutrislice may retain copies of any Personal Data or User Data to the extent reasonable or necessary for recordkeeping, legal compliance, accounting or other similar purposes.

8.3 Data Privacy Obligations

8.3.1 Client Obligations. Client shall: (a) not provide Nutrislice with any PHI as defined in 45 CFR Part 160 (HIPAA), and promptly notify Nutrislice if Client discovers that it has done so; (b) comply, and require compliance by its licensors (where applicable), with all Privacy Laws regarding the collection, use, handling, processing, access, security, and disclosure of Personal Data; and (c) obtain, or require its licensors to obtain, any and all consents from individuals, or in the case of a minors or where required by law, of any parent or legal guardian which are or may be required by the Privacy Laws applicable to the Personal Data.

8.3.2 Nutrislice Obligations. Nutrislice shall implement and maintain commercially reasonable administrative, technical, and physical safeguards, including procedures and practices with regard to Personal Data in Nutrislice's possession and control designed to (i) ensure the security, confidentiality, and integrity of the Personal Data, (ii) protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and (iii) protect against unauthorized access to, or unauthorized use or disclosure of, the Personal Data, provided, however, that such security measures shall meet any requirements of any applicable Privacy Laws

8.4 Representations and Warranties

8.4.1 Client. Client represents and warrants to Nutrislice that (i) Client has all rights, title, and interest necessary to provide any Personal Data to Nutrislice; (ii) Client has provided all necessary notices and obtained all necessary consents from data subjects which are required to assign or grant the rights or licenses in any Client Data to Nutrislice; (iii) it has complied with all Privacy Laws; and (iv) Client Data does not infringe any data, privacy, publicity or similar rights of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, and no such claim is pending against Client or, to the best of Client's knowledge, against any entity from which Client has obtained such rights.

8.4.2 Nutrislice. Nutrislice represents and warrants to Client that (i) it has complied with all Privacy Laws; and (ii) Client Data it collects does not infringe any data, privacy, publicity or similar rights of any third party to Nutrislice's knowledge, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, and no such claim is pending against Nutrislice or, to the best of Nutrislice's knowledge, against any entity from which Nutrislice has obtained such rights.

8.5 Security Breach. In the event that Nutrislice becomes aware that any Personal Data or User Data has been disclosed by Nutrislice (or its employees, subcontractors or agents) contrary to any applicable law, security procedures or the privacy policy under which such Personal Data was collected, or Nutrislice (or its employees, subcontractors or agents) discovers, receives notice of, or suspects that unauthorized access, acquisition, disclosure or use of Personal Data or User Data has occurred or is likely to occur (a "Data Breach"), then Nutrislice shall give prompt notice to Client, with full particulars, and shall immediately commence a thorough investigation of any such incident. If applicable laws require notice to authorities or individuals, or other remedial action, or Client determines that notices or



other remedial actions are warranted, then Nutrislice shall undertake remedial action which may be necessary in Nutrislice's reasonable discretion. If any notices are to be sent to individuals or other parties, Client shall have the right, at its option, to either send the notices itself, or to approve the text of the notices to be sent by Nutrislice.

8.6 Confidentiality and Nondisclosure. All Personal Data disclosed or made available to Nutrislice hereunder is deemed Confidential Information, subject to all the obligations of confidentiality set forth in the Agreement, whether or not such Personal Data marked or otherwise indicated as being Confidential Information.

8.7 Child Protection Laws. Nutrislice may provide optional Software Services to You that facilitate the collection of information by You or on Your behalf by Nutrislice. Given that child protection and privacy laws vary by jurisdiction, You agree not to enable or use any information gathering functionality in Nutrislice Software to collect information from children unless You verify that your use of such functionality complies with local, state (or provincial), and national laws, including COPPA. You agree that You are responsible for the content of any surveys, polls, and/or input prompts that You (or Authorized Users) create and/or conduct through Nutrislice software, including making sure Your use of information-collecting functionality complies with applicable laws. You agree that any information collected by You via your instance of the Nutrislice Software is done so by Nutrislice strictly on Your behalf, to Your benefit, and under Your supervision, in accordance with COPPA. You agree to not enable or utilize any user feedback and/or information gathering functionality that is not compliant with any applicable law, or that you deem to be inappropriate.

8.8 Passive Data Collection. You acknowledge and authorize that in order to support the internal operations of core functionalities of Nutrislice Software and to provide the Software to You, the Software must passively collect usage data, which may include de-identified Personal Data, User Data, or non-Personal Data, including IP addresses, device ID's, and cookies. Nutrislice may submit such data to data analytics service providers with whom Nutrislice has partnered for no purpose other than to improve the Software, to support internal operations and business decisions, and to share such information with You.

9. TERM, RENEWAL, AND TERMINATION

9.1 Term of Agreement. This Agreement commences on the date You accept it and continues until the Contract End Date specified in the Order Contract; notwithstanding, this Agreement will continue to be in effect beyond the Contract End Date for the duration of any Renewal Terms that are entered into according to Section 9.2. If this Agreement is terminated for cause in accordance with Section 9.3, all Subscriptions granted herewith shall effectively terminate immediately.

9.2 Renewal.

a. Renewal Subscriptions. Unless renewal is explicitly excluded by additional terms provided in the Order Contract, the entire Order Contract including this Agreement and corresponding Subscriptions may be renewable for successive, contiguous 12-month renewal term(s) unless other renewal terms are agreed upon by the parties; notwithstanding, **renewal shall not be automatic**, shall only be available at Nutrislice's discretion, and will only occur after the following occur: (i) We affirmatively send You an updated Order Contract, proposal, quote or invoice corresponding to the renewal (a "Renewal Document"); and (ii) You agree to the Renewal Document or provide Us with payment for the renewal Subscription(s). Regardless of payment date, renewal Subscriptions will commence on the Renewal Date (or anniversary thereof) or date following the End Date, as specified in your original Order Contract. Upon renewal, the renewal Subscriptions, the original Order Contract, this Agreement and any addendums or attachments herewith, unless explicitly superseded, will remain effective and will terminate at the end of the renewal term following the Renewal Date. The same contractual obligations with respect to the initial Subscription(s) shall apply to any renewal Subscription(s), and renewal Subscriptions may only be terminated earlier than their term under the same conditions as the initial Agreement (see Section 9.3). We reserve the right to make renewal contingent upon You executing a new or updated Order Contract and/or Software Subscription Agreement, which would supersede this Agreement.

b. Inflation and/or Pricing Increase on Renewal. We may adjust the pricing for any renewal based on inflation or market reasons. A pricing increase upon renewal may be reflected in any proposal, invoice or updated Order Contract, with or without prior notice, in which case renewal will be contingent upon payment of the increased price.

9.3 Termination for Cause. This agreement may be terminated for cause under the following circumstances: (a) if a Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, the other Party may terminate this Agreement for cause immediately; (b) We may terminate this Agreement for cause immediately if You violate Our intellectual property rights or violate your responsibilities under Section 2.2(b); (c) You may terminate this Agreement if an Error constituting a material breach as described in Section 9.4 occurs; (d) for other material breaches of this Agreement or an Order Contract, a Party may terminate this Agreement following 30 days' written notice to the other Party of the material breach, if such breach remains uncured at the expiration of such period; provided that such notice includes full



information regarding the material breach, is founded on specific material terms of this Agreement or Order Contract, and describes what, with reference to the terms of this Agreement or the Order Contract, may be done to by the other Party to cure such breach. If the Party accused of breach under subsection (c) or (d) of this paragraph disputes whether a material breach has occurred, and agreement or resolution cannot be reached between the Parties, the Parties agree to resolve the dispute according to Section 11.5, within 30 days if possible, and to delay the termination until the dispute is resolved.

9.4 Termination for Bugs, Errors, Downtime. Although We will make reasonable efforts to test all software prior to release, and to correct any bugs, errors, data loss and/or downtime in the Software ("Error(s)") that You bring in a reasonable and fully descriptive manner to Our attention; Errors shall not be considered a material breach nor be sufficient cause to terminate this Agreement under Section 9.3 unless: (i) the Error is sufficiently problematic to completely or substantially inhibit Your use of the Software Services; (ii) there is no reasonable work-around; (iii) You provide Us with notice that you intend to terminate this agreement if the Error is not cured, along with any information available to You regarding the Error that we request in order to evaluate or troubleshoot the Error; and (iv) We fail to remedy the Error within five (5) business days after being given such notice and full information regarding the Error. The lack of a requested feature or functionality in the software, which was not available in the Software when you purchased a Subscription thereto, shall not be deemed an Error or be sufficient grounds to terminate the agreement for cause.

9.5 Payment upon Termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. IN PROVIDING YOU WITH THE SOFTWARE SERVICES, WE ARE NOT ACCEPTING ANY RESPONSIBILITY FOR UTILIZATION OF THE SOFTWARE SERVICES OR FOR ANY DECISIONS THAT ARE MADE IN CONNECTION THEREWITH. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$25,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 3.

10.2 Exclusion of Consequential and Related Damages. 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 DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. MISCELLANEOUS PROVISIONS

11.1 Notices. All notices required under this Agreement shall be specific, in writing, and effective upon receipt. It is Your responsibility to provide us with updated notice contact information and to verify Our receipt thereof if for any reason your contact information changes or You require that notices be addressed to different contact information than that specified in the Order Contract. Any required notice to You under this Agreement shall be sent via email or posted by certified mail or overnight courier with delivery verification capability to the contact specified in the Order Contract or other updated notice email and/or mailing address provided by You per this section. Notices to Us shall be addressed to legal@nutrislice.com or to Nutrislice, Inc., Attn: Legal, 295 Interlocken Blvd, #100 Broomfield, Colorado 80021. Telephone, facsimile and other notices do not constitute notice hereunder.

11.2 Severability. If for any reason this Agreement or any portion thereof is held or deemed by a court of competent jurisdiction to be invalid or unenforceable under any applicable law or equitable principle or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed, enforced and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision to the maximum allowable extent within the limits of applicable law, equity or applicable decisions, and the remaining provisions of this Agreement shall remain binding upon the Parties in full force and effect.

11.3 Independent Contractors. You and Nutrislice are independent contractors; neither Party is the partner, joint venture, agent, representative or employee of the other Party; and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. Neither Party shall have any



responsibility or liability for the actions or inactions of the other Party, except as expressly provided herein. Neither Party will have any right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party.

11.4 Limit on Cause of Action. All legal or equitable action(s) arising out of this Agreement that is commenced or initiated by You shall be forever barred unless commenced within one (1) year of the act(s) or omission(s) giving rise to the right(s)/cause(s) of action. The Parties hereby expressly agree that this Section 11.4 is an express waiver by You of all applicable statutes of limitation and/or periods of liberative prescription that may be held or deemed to be applicable by any court of proper jurisdiction.

11.5 Dispute Resolution. Unless alternative dispute resolution is mutually agreed upon by the parties, any dispute arising under this Agreement shall be settled in a court of proper jurisdiction in Your state.

11.6 Force Majeure. Neither You nor We will be liable to each other or any third Party by reason of any failure or delay in the performance of our obligations hereunder on account of strikes, shortages, riots, insurrection, terrorist actions or threats, fires, flood, storms, explosions, acts of God, war (declared or undeclared), governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of You or Us.

11.7 No Waiver. The failure of You or Us to require performance of any provision of this Agreement will not affect the full right of You or Us to require such performance at any time hereafter; nor will the waiver by You or Us of a breach of any provision hereof be taken or held to be a waiver by You or Us of that provision or of the right to demand performance by legal action, equitable action or otherwise.

11.8 Assignment. Neither this Agreement nor any rights or obligations of You hereunder may be assigned or transferred by You in whole or in part, whether by operation of law, equity or otherwise, without the prior written approval of Nutrislice. Nutrislice may exercise full transfer and assignment rights in any manner at its discretion and specifically may sell, pledge, mortgage, hypothecate, or grant a security interest or security right in, and/or otherwise assign its rights and responsibilities herein to a third party it deems will responsibly carry out the obligations herein that are attributed to Nutrislice.

11.9 Survival. The rights and obligations of the parties contained in Sections 3, 4, 5, 8, 10 and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement shall survive any termination or expiration of this Agreement or of any individual Subscriptions.

11.10 Governing Law. This Agreement shall be governed by the laws of Your state of domicile, without regard to its conflict of laws principles.

11.11 Entire Agreement. The Order Contract, this Agreement and any attachments or exhibits herewith, and any properly executed subsequent Addenda or add-on Order Contracts constitute the entire, complete and exclusive agreement between the Parties with respect to the subject matter hereof and supersede any prior or concurrent agreements between the Parties with respect to such subject matter, whether in written or oral form. Any term or condition stated in a purchase order provided by You that is additional to or inconsistent with this Agreement shall not be binding. In the event of any conflict or inconsistency between this Agreement and the terms stated in an Order Contract or Addendum, the terms of the Order Contract or Addendum shall only prevail if the same is signed by an Officer, Vice President, or Controller of Nutrislice.