

Consider Approval of Contract with Clayful
October 21, 2024

1. Board Goal - Domain 4, Objective 1 - Alignment of Financial Well Being with Student Achievement

2. Background:

Accelerated by a global pandemic, education is experiencing a mental health crisis unlike anything we've seen before. Clayful bridges the gap to affordable mental health care, so every kid can finally get support through the additional mental health support.

3. Process:

Clayful platform connects students to Clayful Coaches so schools can provide personalized support to every student increasing school staff capacity and decreases teacher emotional burnout.

Through these conversations, Clayful staff learn what students are struggling with and provide schools with relevant, research-based psychoeducation lessons to help students build their skills.

This is the first personalized Tier 1 intervention to be universally available to all students and fully scalable regardless of staffing constraints.

4. Fiscal Impact:

\$129,000 grant funded

5. Recommendation:

Approve the contact with Clayful in the amount not to exceed \$129,000.

6. Action Required:

Action required

7. Contact Person:

Pam Bendele

ORDER FORM

Contacts	
<u>Customer:</u> Uvalde CISD 1000 North Getty Street Uvalde, Texas 78801 Phone: 830-278-6655	<u>Company</u> Clayful Inc. 377 E Garden Cove Circle, Davie FL 33325 Phone: (754) 246-3561 Email: maria@clayfulhealth.com
<u>Order Form Effective Date:</u> June 1, 2024 - June 30, 2024	
<u>Initial Term:</u> Initial term will begin on August 1, 2024 & end on July 31, 2028 for a period of 48 months.	
<u>Services:</u> Access for all rostered students to unlimited on-demand digital coaching services provided by or on behalf of Clayful to Customer. Students supported vary by year of the contract as follows: Year 1: 520 students Year 2: 800 students Year 3: 580 students Year 4: 260 students Monthly data reporting & insights provided to the district. Weekly interactive journal prompts, performance coaching & resources available to all supported staff & students, customized based on student trends.	
<u>Implementation:</u> Customer is responsible for appointing schools and teachers (collectively "Implementation Cohorts") for implementation during this initial term in accordance with the roll out plan. This is developed in partnership between Customer's representatives and Company. Professional Development will be provided for staff - multiple sessions online and in-person kickoff PD option as well.	
<u>Fees:</u> Cost Breakdown <ul style="list-style-type: none">● Partnership supports 30% of students chatting with a coach during the contract period<ul style="list-style-type: none">○ \$18 per student per month for 12 months○ Students covered per year is as follows:<ul style="list-style-type: none">■ Year 1: 520 students■ Year 2: 800 students	

- Year 3: 580 students
- Year 4: 260 students
- A 5% usage (ex: 26 students for year 1) buffer is included, no additional invoices will be sent for engagement within this buffer
- Excess licenses beyond your 5% buffer are purchased in cohorts of 5 student licenses. If more students chat than initially subscribed, those students are added on a prorated basis @ \$15 per student / month for the remaining semesters of the contract

Overall Cost:

- Partnership supports data & lessons for all students
- Partnership supports SY 24-25, SY 25-26, SY 26-27, SY 27-28
- Partnership includes winter break, spring break & summer support
- Supporting 30% of students receiving coaching per 12 months:
 - Year 1: 520 students ~~\$33,696~~ **\$27,175**
 - Year 2: 800 students ~~\$51,840~~ **\$41,472**
 - Year 3: 580 students ~~\$37,584~~ **\$30,067**
 - Year 4: 260 students ~~\$16,848~~ **\$13,478**

Invoice Frequency:

Your invoice schedule is listed below & is due within 30 days of Customer receipt, only if opt out provision below is not utilized.

- Invoice amounts
 - Invoice 1: July 31, 2024: **\$68,647**
 - Invoice 2: July 31, 2026: **\$43,545** (last date to opt out for years 2-3: June 30, 2026)

Opt Out Provision:

In an effort to ensure anticipated funding sources for this rollout do in fact come to fruition, the Customer, Uvalde CISD, will be able to opt out of the contract at no cost until September 1, 2024, for any reason with simply a written notification to Clayful at maria@clayfulhealth.com.

Since a refresh on funding will be needed to guarantee coverage for Year 3 and Year 4, an additional opt-out provision is provided for Invoice 2 until June 30, 2026. If utilized, this will opt out of the financial commitment and subsequent service coverage for Year 3 and Year 4. To exercise this opt out option, the Customer, Uvalde CISD, will need to provide a written notification to Clayful at maria@clayfulhealth.com by June 30, 2026.

This Order Form, together with the Customer Agreement, dated as of 06 / 26 / 2024, entered into by and between Clayful Inc. ("**Company**") and the customer listed above ("**Customer**") (the "**Agreement**") constitutes the entire agreement between the parties. This Order Form is subject to, and governed by, the Agreement. Any capitalized terms not otherwise defined herein shall have the meaning attributed in the Agreement. If you are

signing this Agreement on behalf of an organization or entity, you represent and warrant that you are authorized to enter into this Agreement on behalf of that organization or entity's behalf and bind them to this Agreement. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the date of the last signature hereof.

Customer:

By: *Ashley Chohlis*
Name: Ashley Chohlis
Title: Superintendent

Date: 06 / 26 / 2024

PO Number: TBD

Clayful Inc.:

By: *Maria Barrera*
Name: Maria Barrera
Title: CEO

Date: 06 / 27 / 2024

DISTRICT CONTACTS

Primary District Contact:

Name: Nikki Henderson
Title: Dir. of Recovery Svc.
Email: nhenderson6353@
Phone: 830-278-6655

Technical Rostering Contact:

Name: Cash Keith
Title: Director of Technology
Email: ckeith1013@uvalde
Phone: 830-278-6655

Billing Contact:

Name: Pam Bendele
Title: CFO
Email: pbendele9319@uva
Phone: 830-278-6655

CUSTOMER AGREEMENT

This Customer Agreement (this “Agreement”) is between Clayful Inc., a Delaware corporation (“Clayful”), and Uvalde CISD (“Customer”) and is effective as of 06 / 26 / 2024 (the “Effective Date”). Each of Clayful and Customer may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

Background

Clayful has developed and makes available on-demand text-based, digital coaching services for students by pairing students with coaches via Clayful’s online platform. Customer desires to use Clayful’s platform and services to support its faculty, staff and students.

1. DEFINITIONS:

The following terms, when used in this Agreement will have the following meanings:

- 1.1. “Coaching Services” means the digital coaching services provided by or on behalf of Clayful to Customer and its students via the Platform.
- 1.2. “Confidential Information” means any information or data disclosed or made available by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. Confidential Information of Clayful includes, without limitation, all software, content, lessons, training, documentation and other non-public information relating to the Platform, Services, or their features, functionality and performance thereof.
- 1.3. “Documentation” means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Clayful for the Platform and/or the Coaching Services.
- 1.4. “Order Form” means a Clayful order form, online order page or other similar document that sets forth the components of the Clayful Platform to which Customer (defined below) is obtaining a subscription, applicable subscription term, pricing thereof and other relevant terms, and that references this Agreement.
- 1.5. “Platform” means Clayful’s on-demand text-based, digital coaching platform for students, together with all related Documentation provided by Clayful.
- 1.6. “Term” shall mean Customer’s initial subscription term for the Platform as set forth in the applicable Order Form along with any applicable subscription renewal terms, as described in Section 6 below.

2. PLATFORM AND COACHING SERVICES

- 2.1. General. Clayful provides its Platform to Customer pursuant to the terms of this Agreement. By entering into a Platform Order Form with Clayful or otherwise registering for, accessing or using the Platform, Customer unconditionally accepts and agrees to all of the terms of this Agreement. By entering into this Agreement on behalf of a company, school, or other legal entity, Customer represents that it has the authority to bind such entity and its affiliates to the terms of this Agreement, and, accordingly, the terms “Customer” shall refer to such entity and its affiliates. If Customer does not have such authority, or Customer does not agree to all of the terms of this Agreement, Customer may not use the Platform. Capitalized terms not defined herein shall be given the meaning set forth in the applicable Order Form.
 - 2.2. Platform Offering. Subject to the terms of this Agreement, Clayful will use commercially reasonable efforts to provide Customer the Platform during the Term solely for Customer’s own use (including use by its students), subject to any terms and restrictions set forth in each Order Form.
 - 2.3. Support; Coaching Service. Subject to the terms of this Agreement (and payment of all applicable fees), Clayful will provide customer reasonable technical support and maintenance for the Platform. In addition, Clayful shall use reasonable efforts to provide Customer the Coaching Services (together with the Platform and other services provided by or on behalf of Clayful, the “Services”) in a professional manner, subject to the terms of this Agreement and the applicable Order Form (including payment of all applicable fees).
3. **RESTRICTIONS AND RESPONSIBILITIES**
- 3.1. Restrictions. Customer will only use the Platform as expressly permitted herein and in the applicable Order Form and agrees that it will not (and will not allow any third party to), directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform; modify, translate, or create derivative works based on the Platform (except to the extent expressly permitted by Clayful in writing or authorized within the Platform); use the Platform for benefit of any third party; use or access the Platform to develop a product or service that is competitive with the Platform or engage in competitive analysis or benchmarking; remove any proprietary notices or labels; or modify, adapt, hack, or attempt to probe, scan or test the vulnerability of, the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks.
 - 3.2. General Compliance. Customer represents, covenants, and warrants that Customer will use the Platform and any other Services only in compliance with Clayful’s standard published policies and codes of conduct then in effect and all applicable laws and regulations (including, without limitation, those relevant to student’s safety, mandatory reporting, privacy, intellectual property and the like). Clayful may monitor Customer’s use of the Services and may prohibit any use of

the Services Clayful believes may be (or alleged to be) in violation of the foregoing or any other term of this Agreement.

- 3.3. Additional Representations; Consent. Customer represents that Customer's students are (a) at least 13 years of age or (b) have obtained the legal consent of a legal guardian prior to any use (or receipt, as applicable) of the Platform, Coaching Services or any other Services under this Agreement. In addition, Customer: (1) authorizes the collection, use, and disclosure of such students' personal information as described in the Student Privacy Policy; (2) has made the Student Privacy Policy available to such students' parents and guardians and has obtained consent from such parents and guardians for Customer's students to use the Services; and (3) has confirmed with Customer's school district that the Services are appropriate for educational use and can be used by Customer and Customer's students in compliance with all privacy notices, policies, or practices in effect in Customer's district.
- 3.4. Equipment; Authorized Use. Customer will (i) be responsible for all use of the Platform under its account (whether or not authorized), (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Clayful promptly of any such unauthorized access or use and (iii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Platform, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Clayful will have no liability for such failure (including under any service level agreement, if applicable). In addition, Customer will be responsible for ensuring that its systems have sufficient bandwidth to use the Platform.

4. **CONFIDENTIALITY; PROPRIETARY RIGHTS**

- 4.1. Confidentiality. The Receiving Party agrees: (i) to take reasonable precautions to protect all Confidential Information of the Disclosing Party, and (ii) not to use (except as permitted herein) or divulge to any third person (other than employees or contractors with a reasonable need to know who are bound by confidentiality obligations consistent with this Agreement) any such Proprietary Information of the Disclosing Party. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public through no fault of the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.
- 4.2. Data Security. Clayful will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer data uploaded to the Platform (if hosted by Clayful) by Customer or collected by Clayful in the provision of the Platform or Coaching Services

(“Customer Data”); (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Clayful’s security safeguards include measures for preventing access, use, modification or disclosure of Customer Data by Clayful personnel except (a) to provide and maintain the Platform and prevent or address service or technical problems, (b) as required by applicable law, or (c) as Customer expressly permits in writing or under this Agreement. Clayful will not materially diminish the protections provided in this Section during the term of this Agreement.

- 4.3. Student Data. Clayful will process information relating to students (“Student Data”) as described in its Student Privacy Policy. To the extent the parties enter into a Student Data Privacy Agreement (“DPA”), the DPA shall be incorporated by reference herein.
- 4.4. Proprietary Rights. Clayful shall own and retain all right, title and interest in and to (a) the Platform and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Platform, services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer provides any suggestions, comments for enhancements or functionality or other feedback to Clayful with respect to the Platform or any of Clayful’s other products or services, Clayful will have the full, free and unencumbered right to use and otherwise fully exploit the same in connection with the Platform and its other products and services.
- 4.5. Platform Improvements: Aggregate Data and Marketing. Notwithstanding anything to the contrary, Clayful shall have the right collect and analyze data and information relating to the use and performance of various aspects of the Platform, Coaching Services and other related technologies (including, without limitation, aggregated statistics regarding Platform use and anonymized chat transcripts), and Clayful will be free (during and after the term hereof) to (i) use such information and data to provide, improve and enhance the Platform and other Clayful offerings, and (ii) otherwise use and disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

5. **PAYMENT OF FEES**

- 5.1. Fees. Customer will pay Clayful the then applicable subscription and other fees for the Platform and any applicable Coaching Services (or other services), as described in the relevant Order Form (or in the Platform itself, as applicable) in accordance with the terms therein (the “Fees”). All Fees are non-cancelable and non-refundable regardless of any early termination of this Agreement. Clayful reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial subscription term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Clayful has billed Customer incorrectly, Customer must contact Clayful no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive

an adjustment or credit. Inquiries should be directed to Clayful's customer support department at support@clayfulhealth.com.

- 5.2. Payment Terms. Clayful may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Clayful thirty (30) days after the date of the invoice. Unpaid or late Fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Clayful's net income.

6. **TERM; TERMINATION**

- 6.1. Term. Subject to earlier termination as provided below, this Agreement is for the initial subscription term as specified in the Order Form (the "Initial Term").
- 6.2. Termination. In addition to any other remedies it may have, either Party may also terminate this Agreement upon thirty (30) days' written notice (or five (5) days' in the case of nonpayment), if the other Party materially breaches any of the terms or conditions of this Agreement and such breach is not cured during the notice period. Clayful may also reasonably suspend Customer's and/or any users' access to or use of Platform at any time in its reasonable discretion if it possesses a good faith belief that Customer's use of the Platform may be in violation of this Agreement or otherwise places Clayful (or its customers or other interests) at risk of harm, damage, loss or liability. Upon termination, Customer's right to use the Services shall immediately terminate, all outstanding Fees due for the Services for the entire Term (regardless of any early termination) shall immediately become due and payable, Customer shall immediately cease use of and return (or at Clayful's option destroy) all Platform software and related Documentation in its possession or control, and each Party shall return to the other all Confidential Information. The terms of the following Sections shall survive expiration or termination of this Agreement: 3, 4, 5, 6.2, 8.2, 9 and 10.

7. **INDEMNIFICATION**

- 7.1. Clayful shall hold Customer harmless from liability to third parties resulting from infringement by the Platform of any United States patent or copyright or misappropriation of any trade secret, provided Clayful is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Clayful will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to the Platform or portions or components thereof (i) not supplied by Clayful, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Clayful, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or

(vi) where Customer's use of the Platform is not strictly in accordance with this Agreement. Customer will indemnify Clayful from all damages, settlements, attorneys' fees and expenses related to (i) any claim of infringement or misappropriation excluded from Clayful's indemnity obligation by the preceding sentence, (ii) any claim arising from or related to Customer's breach of Section 3.3.; or (iii) any other claim arising from or in connection with Customer's or students' use of the Platform (except to the extent covered by Clayful's indemnity obligations above).

8. **WARRANTY AND DISCLAIMERS**

8.1. **Warranty.** Clayful warrants that (i) the Platform will perform materially as described in the Documentation and Clayful will not materially decrease the overall functionality of the Platform during the Term and (ii) the Coaching Services will be provided in a professional manner and (iii) Clayful contracts with Checkr, a third-party vendor, to perform the following background checks on all coaches prior to hiring: County Criminal Search (Last 7 Years), Federal Criminal Search (Last 10 Years), National Criminal Search (Standard), Sex Offender Search, SSN Trace, and Global Watchlist Search. As Customer's sole remedy, Clayful shall use diligent efforts to repair or replace any portion of the Platform that does not conform to the foregoing warranty.

8.2. **DISCLAIMER.** THE SERVICES (INCLUDING THE PLATFORM AND THE COACHING SERVICES) ARE NOT INTENDED TO DIAGNOSE, TREAT OR CURE ANY MENTAL HEALTH OR ANY MEDICAL CONDITIONS. CLAYFUL'S COACHING SERVICES IS NOT A SUBSTITUTE FOR, NOR DOES IT REPLACE, MEDICAL OR MENTAL HEALTH TREATMENT PROVIDED BY LICENSED PROFESSIONALS. CLAYFUL DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM AND ANY COACHING (OR OTHER) SERVICES ARE PROVIDED "AS IS" AND CLAYFUL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, CLAYFUL AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR

ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND CLAYFUL'S REASONABLE CONTROL (INCLUDING, BUT NOT LIMITED TO, ANY ACTS OR OMISSIONS OF STUDENTS); OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES RECEIVED BY CLAYFUL UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CLAYFUL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. GENERAL

- 10.1. Publicity. Customer agrees that Clayful may refer to Customer's name and trademarks in Clayful's marketing materials and website; however, Clayful will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer's prior written consent (which may be by email).
- 10.2. Assignment; Delegation. Neither Party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other Party's prior written consent, except that either Party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either Party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.
- 10.3. Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both Parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 10.4. Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.
- 10.5. Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

- 10.6. Governing Law. This Agreement will be governed by the laws of the State of Washington, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 10.7. Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail or email, return receipt requested, or by overnight delivery. Notices to the parties must be sent to the respective address set forth in the signature blocks below.
- 10.8. Entire Agreement. This Agreement comprises the entire agreement between Customer and Clayful with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Clayful, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. In addition, any different or additional terms of any purchase order, confirmation, or similar pre-printed form will have no force or effect.
- 10.9. Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control (“Force Majeure Event”), including earthquake, flood, or other natural disaster, act of God, labor controversy, pandemic, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.
- 10.10. Government Matters. Customer may not remove or export from the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Platform and Documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 10.11. Interpretation. For purposes hereof, “including” means “including without limitation”.

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the date of the last signature hereof.

Customer:

By: *Ashley Chohlis*
Name: Ashley Chohlis
Title: Superintendent

Date: 06 / 26 / 2024

Address for notice

1000 N. Getty St.
Uvalde, TX 78801

Clayful Inc.:

By: *Maria Barrera*
Name: Maria Barerra
Title: CEO

Date: 06 / 27 / 2024

Address for notice

377 E Garden Cove Cir Davie FL 3332

Title	Uvalde + Clayful Customer Agreement
File name	June_2024_-_Uvald...greement.docx.pdf
Document ID	802d5b9ef883299ac2e0b12eeeb63a7805b49540
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



06 / 26 / 2024
11:36:43 UTC

Sent for signature to Ashley Chohlis (achohlis@uvaldecisd.net) and Maria Barerra (maria@clayfulhealth.com) from legal@clayfulhealth.com
IP: 209.198.137.226



06 / 26 / 2024
15:32:03 UTC

Viewed by Ashley Chohlis (achohlis@uvaldecisd.net)
IP: 190.33.2.193



06 / 26 / 2024
16:01:10 UTC

Signed by Ashley Chohlis (achohlis@uvaldecisd.net)
IP: 190.33.2.193



06 / 26 / 2024
17:08:35 UTC

Viewed by Maria Barerra (maria@clayfulhealth.com)
IP: 172.58.139.105



06 / 27 / 2024
23:32:33 UTC

Signed by Maria Barerra (maria@clayfulhealth.com)
IP: 145.224.65.188



06 / 27 / 2024
23:32:33 UTC

The document has been completed.