

EXHIBIT A

Account-Ability™ Software Services

During the Term of this Agreement, Colbi will provide Account-Ability software services as described below. Services include the following:

Initial Implementation of Account-Ability (provided in exchange for below Fees for Services):

- Account-Ability™ will be configured to incorporate the Customer's account code structure and internal control processes for project budgeting development, contract award, modification, and payments.
- Colbi will provide four days of management consulting and/or training as desired by the Customer to facilitate a smooth transition to the new system. Typical training includes:
 - A half-day interactive Flowchart Workshop to fully review and document the Customer's budgeting, contracting and payment processes,
 - Three days hands-on Account-Ability™ training in the Customer's computer lab.
 - A half-day of follow-up four to six weeks after initial training, to assure that the primary Users have adopted best practices.
- Reimbursement at a rate of 1.0 for reasonable travel and lodging costs incurred to provide on-site services apply; reimbursable on-site services must be approved in advance and in writing by Customer.

License to Use the Software (provided in exchange for below Fees for Services):

Customer may use Account-Ability software via the Internet. There is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of Users the Customer authorizes to use the software; *however, the number of Users logged into Account-Ability concurrently is restricted based on the Web Access Services as described below.*

Annual Support Services (provided in exchange for below Fees for Services):

- Application updates to Account-Ability.
- Live phone support during normal business hours (Pacific Standard Time)¹.
 - Live on-screen support is provided when appropriate.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Six (6) hours of training are provided on an as requested basis each year².
 - Customized to needs, typical training includes: new staff training, new software features, planning/budgeting, construction contract management, refresher training, etc.
- Eight (8) hours of consulting services are provided on an as requested basis each year².
- Colbi Technologies Spring and Fall Workshops
- Best Practice Advisories and Alerts

Annual Web Access Services (provided in exchange for below Fees for Services):

Internet access to Account-Ability will be provided to any computer meeting the required specifications when security login requirements are met. The Annual Software Fee provides for five (5) concurrent logins. Additional concurrent logins for Account-Ability may be added to at a cost of \$525 per added login per year.

- Account-Ability provided with a 99.9% uptime commitment, refer to Availability below.
- The Customer's data is backed-up nightly at the data center, and a redundant copy is encrypted and transmitted to another location for storage.
- Maintenance of servers, application software and database is scheduled for late evening on weekends, refer to Maintenance and Updates below for more details. Customer is notified at least forty-eight (48) hours in advance of any maintenance or updates occurring outside of scheduled maintenance windows.

¹ Excludes weekends and holidays.

² Reimbursement at a rate of 1.0 for reasonable travel and lodging may apply for services provided on-site; reimbursement requests must be submitted in writing to Customer for Customer to review and approve or deny.

Account-Ability™ Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on 9/22/16 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12821 Newport Ave, Tustin, California 92780 ("Colbi"), and San Rafael City Schools, having its principal place of business at 310 Nova Albion Way San Rafael, California 94903, ("Customer").

1. Software Services Provided by Colbi. During the Term of this Agreement, Colbi will provide Account-Ability software services ("Services") as set forth in Exhibit A.

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi Intellectual Property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services and the Account-Ability software application, including all related intellectual property rights not otherwise granted to the Customer. No rights are granted to the Customer hereunder other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer Data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term, non-transferable license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools. In no event shall Colbi release, sell, or distribute Customer data, whether summarized, anonymized, or de-identified, for any other purpose absent the District's advance written authorization.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) use commercially reasonable efforts to ensure Users' compliance with Paragraph 2 of this Agreement, (iii) be responsible for Customer's input of their Data and the means by which that Data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the Documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi fees in accordance with the terms specified in Exhibit A. Invoices shall be submitted on or by the first of the month. All payments for undisputed amounts due hereunder are due and payable within thirty (30) days of the Customer's receipt of a timely-submitted invoice. Payment for undisputed amounts on invoices received after the first of the month shall be paid within sixty (60) days.

7. Invoices. Following the service commencement date as defined in Exhibit A, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. However, Colbi does agree to provide fully functional software and Services 99.9% of all uptime (as described in Exhibit A), excluding scheduled maintenance and updates (also as described in Exhibit A). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of customer data, regardless, Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibit A, excepting the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Limitations of Liability. In no event shall Colbi or Customer be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy.

In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond a 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's negligence or willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, other tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity.

10.1 Indemnity by Colbi. Colbi shall defend, indemnify, and hold harmless Customer with counsel approved in writing by the District, where such approval is not to be unreasonably withheld, against any third-party claims arising out of:

(i) Colbi's actual or alleged negligence, willful misconduct, or violation of Law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section, subject to the reasonable approval of the Customer. Customer may elect to employ counsel at its own expense and participate in the defense or settlement, but such participation shall not excuse Colbi from its obligation to defend, indemnify, and hold harmless Customer.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days.

10.3 Indemnity by Customer. Customer shall defend, indemnify, and hold harmless Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of Law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement shall commence on the dates set forth in Exhibit A and shall continue for a one year period, until the first anniversary of the service commencement date ("Initial Term"). The Initial Term will continue for a one-year period ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms, at which point the Customer has the option to elect to renew this Agreement for up to three (3) one-year renewal terms ("Renewal Terms").

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any undisputed fee, charge or any other undisputed amount owed by Customer to Colbi within 30 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 30-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately unless the Customer has purchased an Archival Exit Plan for Account-Ability as described in Exhibit A. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, 15, 16, 17, 18 shall survive and continue in full force and effect after expiration or termination of this Agreement. If the Customer has purchased an Archival Exit Plan for Account-Ability then notwithstanding anything to the contrary herein the terms and conditions of paragraphs 2, 3, 4 and 5 shall also survive and continue in full force and effect after expiration or termination of this Agreement for the life of Account-Ability software.

13. Notices. Notices and communications between the parties to this Agreement shall be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested; by overnight delivery services; or by personal delivery:

If to District:

San Rafael City Schools
310 Nova Albion Way
San Rafael, CA 94903
Attn: Daniel Zaich, Senior Director of Capital
Facilities Program

With a copy to:

DANNIS WOLIVER KELLEY
275 Battery Street, Suite 1150
San Francisco, CA 94111
Attn: Mark Kelley

If to Colbi:

Colbi Technologies
12821 Newport Blvd.
Tustin, CA 92780
Attn: Larry Goshorn

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, or civil unrest resulting from natural disaster; defects of third- party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts.

15. General Provisions. This Agreement, together with the exhibits and any amendments or modifications hereto that are made in accordance with the terms of this Agreement, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets, so long as such assignment includes all of Colbi's responsibilities, obligations, and liabilities under or incurred in connection with this Agreement, and such assignment shall not extinguish the Term of this Agreement or otherwise modify any term or provision of this Agreement. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

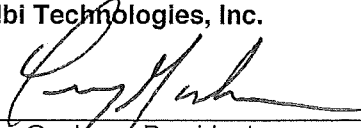
16. Law, Venue. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The county in which Customer's administration office is located shall be the venue for any action or proceeding that may be brought or arise out of or in connection with or by reason of this Agreement.

17. Alternative Dispute Resolution. Notwithstanding any disputes, claims or other disagreements between Colbi and the Customer, Colbi shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes. The parties may mediate any dispute hereunder by agreeing in writing and selecting a mutually agreeable mediator to conduct a non-binding mediation.

18. Employment Status. Colbi shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, joint venture relationship, or other similar relationship. Colbi understands and agrees that Colbi's personnel are not and will not be eligible for: membership in any benefits from any Customer group plan for hospital, surgical, or medical insurance; membership in any Customer retirement program; paid vacation, paid sick leave, or other leave with or without pay; or any other benefits that accrue to an employee of Customer.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.



Larry Goshorn, President

9/22/16

Date

01-0679534

Federal I.D.#

San Rafael City Schools

Daniel Zaich, Ed.D.

Senior Director of Capital Facilities Program

Date

Account-Ability Archival Exit Plan and Fee

- Archival data provided in a Read-Only version of the Account-Ability software³ \$15,000
- Advance Purchase of the Exit Plan at time of initial implementation of software³ \$5,000

Fees for Services

Customer will pay Colbi the following fees:

- Account-Ability Implementation Fee: \$50,000 one-time fee, billed after execution of the Agreement.⁴
- Annual Software Service Fee for Account-Ability: \$40,000 per year, billed in advance of each one-year term.⁴
- Data Upload Implementation: \$15,000, billed after execution of the Agreement.
- Data Upload Annual Fee: \$5,000, billed in advance of each one-year term.
- Additional Concurrent Logins (over 5): \$525.00 per login per year, billed in advance of each one-year term.⁴

Service Commencement Date: Upon completion of training; target date on or before October 11, 2016.

Availability

Colbi agrees to provide 99.9% uptime and availability of Account-Ability software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and updates, which do not constitute Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Account-Ability software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues:** Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
 - Account-Ability software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
 - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
 - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
 - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
 - Emergency backup or backup restoration of Customer's Account-Ability database
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
 - Minor bug fixes.
 - An incident with little impact on data or user experience and can be handled on a scheduled basis.

³ Customer is provided web access, via a single secure login, to Account-Ability™ for read-only access to the Transaction module for the life of Account-Ability software. This enables the Customer to view all data and print reports as long as Account-Ability software is available as a commercial product. In addition, read-write access is provided to the Budget Development module. This provides full access to the financial planning tools for future building programs.

⁴ Fees are an allowable capital bond expenditure for program management.

- Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays)⁵
 - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM PST Monday - Friday, weekends, and holidays⁵
 - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to aasupport@colbitech.com.
 - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours (PST).
 - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
 - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Account-Ability may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer.

Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified at least forty-eight (48) hours in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 st and 3 rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 rd Saturday 10PM Sat thru 10AM Sun PST

⁵ Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday.