



Software As A Service Agreement

Unified Billing and Payment Platform for Preschools

This Software as a Service Agreement is made on March 8th, 2018 (the "Effective Date") between Curacubby, Inc, a Delaware corporation with its principal place of business at 2120 University Ave., Berkeley, CA 94704 "Curacubby" and San Mateo - Foster City School District, with its principal place of business at 1170 Chess Dr, Foster City, CA 94404 "SMFCSD".

(The capitalized terms used in this agreement, in addition to those above, are defined in section Definitions.)

1. Grant of License to Access and Use Service. Curacubby hereby grants to SMFCSD, including to all SMFCSD's Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use Curacubby's Unified Billing and Payment Platform for San Mateo - Foster City School District Preschools, (the "Service"),

solely for SMFCSD's internal business operations, according to Curacubby's terms and policies listed at [https://\"School Domain\".curacubby.com](https://\).

2. Subscription Fees. SMFCSD shall pay Curacubby a monthly subscription fee of \$600 (the "Subscription Fee") for the "Service" provided under this agreement, as referenced in Schedule A.

3. Subscription Fee. SMFCSD shall pay the Subscription Fee to Curacubby due on the 1st of each month, in immediately available funds, and to the account of the Curacubby.

4. Taxes. Payment amounts under this agreement do not include Taxes, and SMFCSD shall pay all Taxes applicable to payments between the parties under this agreement.

5. Interest on Late Payments. Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month (12.68% annually) or the maximum allowed by Law, whichever is less.

6. Support Services

6.1 Initial Support. For the 24 month period beginning on the Effective Date, and at Curacubby's own expense, Curacubby shall provide SMFCSD with telephone or electronic support during Curacubby's normal business hours in order to help SMFCSD locate and correct problems with the Service and any related software, and internet-based support system generally available during Curacubby's normal business hours

6.2 Renewed Support. After the initial 24 month support period, SMFCSD may elect to renew Curacubby's support services under this paragraph for an additional 24 month periods, at Curacubby's then-current service rates.

7. Service Levels.

7.1 Applicable Levels. Curacubby shall provide the Service to SMFCSD with a System

Availability of at least 98% during each calendar month.

7.2 System Maintenance. Curacubby may take the Service offline for scheduled maintenances, provided that it provides SMFCSD the schedule in writing (though this scheduled maintenance time will not count as System Availability), and may change its schedule of maintenances one (1) week written notice to SMFCSD.

7.3 System Availability Definition

(a) Percentage of Minutes per Month. "System Availability" means the percentage of minutes in a month that the key components of the Service are operational.

(b) Not Included in "System Availability. "System Availability" will not include any minutes of downtime resulting from scheduled maintenance, events of force majeure, malicious attacks on the system, issues associated with SMFCSD's computing devices, local area networks or internet service provider connections, or Curacubby's inability to deliver services because of SMFCSD's acts or omissions.

8. Data Privacy. Curacubby may collect, use and process SMFCSD data only according to Curacubby's Privacy Policy, available at www.curacubby.com.

9. Back Up Data. On SMFCSD's request and payment of \$250 per copy, Curacubby shall deliver to SMFCSD a full backup of SMFCSD's Data, in a format the parties agree on in writing.

10. Statistical Information. Curacubby may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service service, but only if such information does not identify the data as SMFCSD's or otherwise include SMFCSD's name.

11. Publicity

11.1 Logos. Curacubby may include SMFCSD's trademarks, name, and logos in its customer lists, press releases, marketing materials, and on its website.

11.2 Press Releases. Upon signing this agreement, Curacubby may issue a high-level press release announcing the relationship and the manner in which SMFCSD will use the Service.

11.3 Removal of Logos. SMFCSD may require Curacubby to withdraw any use of SMFCSD's trademarks, name, and logos if SMFCSD reasonably considers that Curacubby's use of the trademark, name, and logo is derogatory, defamatory, or detrimental to SMFCSD or in any way damages SMFCSD's business or reputation.

12. User Obligations

12.1. Hardware Obligations. SMFCSD shall be responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Service, and paying all third party SaaS Provider access charges incurred while using the Service.

12.2 Anti-Virus Obligations. SMFCSD shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").

12.3 SMFCSD's Use of Services. SMFCSD shall abide by all local and international Laws and regulations applicable to its use of the Service, use the Service only for legal purposes, and comply with all regulations, policies and procedures of networks connected to the SaaS.

Restricted Uses. SMFCSD will not upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service, modify, disassemble, decompile or reverse engineer the Service, probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service, take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Service, copy or reproduce the Service, access or use any other clients' or their users' data through the Service, maliciously reduce or impair the accessibility of the Service, use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

March 8, 2018

14. Confidentiality Obligations. The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties, dated _____, titled "Curacubby, Inc. Mutual NonDisclosure Agreement".

15. No Warranty

15.1 "As-Is". Unless otherwise listed in this agreement, the Service is provided "as is," with all faults, defects, bugs, and errors.

15.2 No Warranty. Unless otherwise listed in this agreement, Curacubby does not make any warranty regarding the Service, which includes that *Curacubby disclaims to the fullest extent authorized by Law any and all other warranties, whether express or implied, including any implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for a particular purpose.*

16. Export Compliance

16.1 No Representation by Curacubby. Curacubby makes no representation that the Service is appropriate or available for use outside of the United States.

16.2 SMFCSD Status. SMFCSD represents and that it is not located in, under the control of, or a national or resident of any country to which the United States has embargoed the import or export of goods, on the United States Treasury Department's List of Specially Designated Nationals or United States Commerce Department's Table of Deny Orders.

March 8, 2018

17. Term. This agreement begins on _____, and will continue until terminated (the "Term").

18. Representations

18.1 Mutual Representations

(a) Existence. The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.

(b) Authority and Capacity. The parties have the authority and capacity to enter into this agreement.

(c) Execution and Delivery. The parties have duly executed and delivered this agreement.

(d) Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

(e) No Conflicts. Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

(f) No Breach. Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under its articles, bylaws, or any unanimous shareholders agreement, any Law to which it is subject, any judgment, Order, or decree of any Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.

(g) Permits, Consents, and Other Authorizations. Each party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.

(h) No Disputes or Proceedings. There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.

(i) No Bankruptcy. Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

18.2 Curacubby's Representations

(a) IP Disclosure Schedule. Curacubby's Disclosure Schedule lists any exceptions to its representations.

(b) Ownership. Curacubby is the exclusive legal owner of the Service, including all Intellectual Property included in the Service.

(c) Status of Licensed Intellectual Property. Curacubby has properly registered and maintained all Intellectual Property included in the Service and paid all applicable maintenance and renewal fees.

(d) No Conflicting Grant. Curacubby has not granted and is not obligated to grant any license to a third party that would conflict with the Service.

(e) No Infringement. The Service does not infringe the Intellectual Property rights or other proprietary rights of any third party.

(f) No Third Party infringement. To Curacubby's Knowledge, no third party is infringing the Service.

19. Ownership of Intellectual Property. Curacubby will retain all interest in and to the Services, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with the Service, including Curacubby's name, logos, and trademarks reproduced through the Service.

20. Termination

20.1 Termination on Notice. Either party may terminate this agreement for any reason on thirty (30) business days' notice to the other party.

20.2 Termination for Material Breach. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of fourteen (14) Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

20.3 Termination for Failure to Pay. Curacubby may terminate this agreement with immediate effect by delivering notice of the termination to SMFCSD if SMFCSD fails to pay the monthly Subscription Fee on time three (3) times over any 12 month period.

21. Effect of Termination

21.1 Pay Outstanding Amounts. SMFCSD shall immediately pay to Curacubby all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.

21.2 Discontinuance of Use. SMFCSD shall cease all use of the Service upon the effective date of the termination.

21.3 Recovery of Data. SMFCSD will have thirty (30) days from the date of termination to retrieve any of data that SMFCSD wishes to keep.

22. Indemnification

22.1 Indemnification by Curacubby.

(a) Indemnification for Infringement Claims. Curacubby (as an indemnifying party) shall indemnify SMFCSD (as an indemnified party) against all losses and expenses arising out of any proceeding brought by either a third party, and arising out of a claim that the Services infringe the third party's Intellectual Property rights.

(b) Qualifications for Indemnification. Curacubby will be required to indemnify SMFCSD under paragraph Indemnification for Infringement Claims only if SMFCSD's use of the Services complies with this agreement and all documentation related to the Services, the infringement was not caused by SMFCSD modifying or altering the Services or documentation related to the Services, unless Curacubby consented to the modification or alteration in writing, and the infringement was not caused by SMFCSD combining the Services with products not supplied by Curacubby, unless Curacubby consented to the combination in writing.

22.2 Mutual Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding brought by either a third party or an indemnified party, and arising out of the indemnifying party's willful misconduct or gross negligence.

22.3 Notice and Failure to Notify

(a) Notice Requirement. Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding, and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

(b) Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

22.4 Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section Indemnification.

23. Limitation on Liability

23.1 Mutual Limit on Liability. Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.

23.2 Maximum Liability. Curacubby's liability under this agreement will not exceed the fees paid by SMFCSD under this agreement during the 12 months preceding the date upon which the related claim arose.

24. Definitions

"Authorized Users" means the list of Persons specified by the SMFCSD under this agreement.

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in New York, New York are not open for business. March 8, 2018

"Confidential Information" has the same meaning in this agreement as the term has under the Non-Disclosure Agreement between the parties, dated _____, referenced in section Recitals and attached to this agreement.

"Data" means all of the data SMFCSD creates with or uses with the Service, or otherwise related to SMFCSD's use of the Services.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Effective Date" is defined in the introduction to this agreement.

"Governmental Authority" means

- (a) any federal, state, local, or foreign government, and any political subdivision of any of them,
- (b) any agency or instrumentality of any such government or political subdivision,
- (c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and
- (d) any arbitrator, court or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- (b) copyrights, including all applications and registrations related to the foregoing,
- (c) trade secrets and confidential know-how,
- (d) patents and patent applications,
- (e) websites and internet domain name registrations, and
- (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

- (a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"License Grant" is defined in section Grant of License to Access and Use Service.

"Order" means any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or Governmental Authority with jurisdiction over the subject matter, whether preliminary or final.

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes

(a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and

(b) any individual.

"Service" is defined in section Grant of License to Access and Use Service.

"Subscription Fee" is defined in section Subscription Fees.

"School Domain" is the subdomain(s) that Curacubby will issue to SMFCSD.

"System Availability" is defined in section Service Levels.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Term" is defined in section Term.

"Viruses" is defined in section User Obligations.

25. General Provisions

25.1 Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.

25.2 Amendment. Curacubby may amend the terms and conditions of this agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL [https://\"School Domain\".curacubby.com](https://\).

25.3 Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

25.4 Notices

(a) Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid or (iv) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

(b) Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the fifth Business Day after mailing it.

25.5 Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

25.6 Severability. If any part of this agreement is declared unenforceable or invalid, the

remainder will continue to be valid and enforceable.

25.7 Waiver

(a) Affirmative Waivers. Neither party's failure or neglect to enforce any of rights under this agreement will be deemed to be a waiver of that party's rights.

(b) Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.

(c) No General Waivers. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

(d) No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

25.8 Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

Steven Khuong

This agreement has been executed by the parties.

Curacubby, Inc.

By: _____ (signature)

Name: Steven Khuong

Carolyn Chow

Title: CEO

San Mateo Foster City School District

By: _____ (signature)

Name: Carolyn Chow

Title: Chief Business Official

SCHEDULE A

Software Service and Pricing

This Software Service and Pricing Schedule is effective upon the Software as a Service Agreement Effective Date, documents the Service (defined below) being purchased by San Mateo Foster City School District ("Customer") under the terms and conditions of the Software as a Service Agreement.

1. Services

Unified Billing and Payment Platform for San Mateo - Foster City School District Preschools.

2. Term

The term begins upon the Schedule Effective Date and ends two (2) years thereafter ("Subscription Term").

3. Subscription Fee

The total value of this Subscription Schedule is \$14,400 based on enrollment capacity of 200 preschool students (\$3 per month, per enrolled preschool student).

Upon execution of this Schedule, the Company shall issue an invoice in accordance with the Software as a Service Agreement.

4. Setup Fee.

One-time set-up fee of \$500, based on 5 preschool campuses.

5. Customer Billing Information
1170 Chess Drive, Foster City, CA
94404

Billing Department Name: Karrie Haselton

Billing Department Address: 650-312-7205

Contact Name: khaselton@smfcsd.net

Contact Phone number:

Contact email:

CuraCubby, Inc.

Mutual NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this “Agreement”) is made as of March 8, 2018, by and between CuraCubby, Inc., a Delaware corporation (the “Company”), and San Mateo - Foster City School District (“Counterparty”). Each party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other in connection with the Relationship (as defined below) pursuant to the terms and conditions of this Agreement. As used herein, the term “Discloser” shall refer to the Company whenever the context refers to the Company’s Confidential Information being disclosed to Counterparty, which is referred to as “Recipient” in that context. Conversely, the term “Discloser” shall refer to Counterparty whenever the context refers to Counterparty’s Confidential Information being disclosed to the Company, which is referred to as “Recipient” in that context.

Recitals

The parties wish to explore a possible business opportunity of mutual interest regarding Software as a Service platform (the “Relationship”) in connection with which Discloser has disclosed and/or may further disclose its Confidential Information (as defined below) to Recipient. This Agreement is intended to allow the parties to continue to discuss and evaluate the Relationship while protecting Discloser’s Confidential Information (including Confidential Information previously disclosed to Recipient) against unauthorized use or disclosure.

Agreement

In consideration of the premises and mutual covenants herein, the parties hereby agree as follows:

1. Definition of Confidential Information. “Confidential Information” means information and

physical material not generally known or available outside Discloser and information and physical material entrusted to Discloser in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Discloser (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed by Discloser (whether by oral, written, graphic or machine-readable format), which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. [Notwithstanding any failure to so identify it, however, all of the Company's information shall be Confidential Information of the Company and all of Counterparty's information shall be Confidential Information of Counterparty.]

2. Nondisclosure of Confidential Information. Recipient shall not use any Confidential Information disclosed to it by Discloser for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to third parties or to employees of Recipient, other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the discussions regarding the Relationship. Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient shall notify Discloser of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.
3. Exceptions. Notwithstanding the above, Recipient shall not have liability to Discloser with regard to any Confidential Information that the Recipient can prove:
 1. was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient;

2. was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
 3. was independently developed by Recipient without any use of the Confidential Information, as demonstrated by files created at the time of such independent development;
 4. is disclosed generally to third parties by Discloser without restrictions similar to those contained in this Agreement;
 5. becomes known to Recipient, without restriction, from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser's rights;
 6. is disclosed with the prior written approval of Discloser; or
 7. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure.
4. Return of Materials. Recipient shall, except as otherwise expressly authorized by Discloser, not make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by Discloser to Recipient in connection with the Relationship shall be promptly returned by Recipient, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of Discloser.
5. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of Discloser, nor shall this Agreement grant Recipient any rights in or to Discloser's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Nothing in this Agreement requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at Discloser's option. Nothing in this Agreement requires the Discloser to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.
6. No Representations Made. Recipient acknowledges that neither Discloser, nor any of its representatives, in the course of providing the Confidential Information as contemplated hereunder, is making any representation or warranty (express or implied) as to the accuracy or completeness of any such information, and Recipient assumes full responsibility for all conclusions derived from such information. Recipient shall be entitled to, and shall, rely solely on representations and warranties made in a definitive agreement, if any, relating to the Relationship.
7. No Reverse Engineering. Recipient shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential

Information of Discloser unless permitted in writing by Discloser.

8. *[Include if concerned about publicity: No Publicity.* Neither party shall, without the prior consent of the other party, disclose to any other person the fact that Confidential Information of Discloser has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.]
9. Notice of Compelled Disclosure. In the event that Recipient or any person to whom they or their representatives transmit or have transmitted Confidential Information become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Confidential Information, the Recipient shall provide the Discloser with prompt written notice so that the Discloser may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Discloser is unable to obtain a protective order or other appropriate remedy, or if it so directs the Recipient, the Recipient shall furnish only that portion of the Confidential Information that the Recipient is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.
10. Common Interest Agreement. To the extent that any Confidential Information provided or made available hereunder may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Recipient and Discloser understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information provided or made available by Discloser that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine. Nothing in this Agreement obligates Discloser to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege.
11. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating five (5) years from the date on which Confidential Information is last disclosed under this Agreement.
12. Independent Contractors. The parties are independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers,

co-owners or otherwise as participants in a joint or common undertaking.

13. Remedies. Each party's obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. Due to the unique nature of Discloser's Confidential Information, monetary damages may be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Discloser and, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient.

14. Miscellaneous.

1. Governing Law; Jurisdiction. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of San Mateo County, California.
2. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
3. Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
4. Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company. Notwithstanding the foregoing, Confidential Information of Discloser may not be assigned without the prior written consent of Discloser, unless the assignee shall be the successor entity to the assignor upon the dissolution of the assignor in its present form.
5. Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S.

mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

6. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
7. Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

The parties have executed this Mutual Nondisclosure Agreement as of the date first above written.

THE COMPANY:

CURACUBBY, INC.

By: Steven Khuong

Steven Khuong

(Signature)

Name: Steven Khuong

Title: Chief Executive Officer

Address:

2120 University Ave.

Berkeley, CA 94704

COUNTERPARTY:

San Mateo - Foster City School District

By: Carolyn Chow, CBO

Carolyn Chow

(Signature)

Name: Carolyn Chow

Title: Chief Business Official

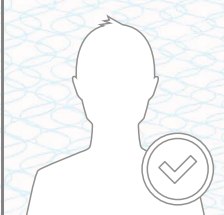

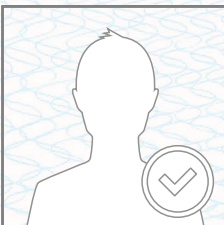

Address: 1170 Chess Dr, Foster City, CA 94404

Fax:

Signature Certificate

Document Ref.: AO8EX-ZWP6C-ZWDUQ-GB2JM

Document signed by:

	<p>Steven Khuong</p> <p>Verified E-mail: steven@curacubby.com</p> <p>IP: 69.181.157.141 Date: 08 Mar 2018 22:37:36 UTC</p>	<p><i>Steven Khuong</i></p> 
	<p>Carolyn Chow</p> <p>Verified E-mail: cchow@smfcsd.net</p> <p>IP: 209.188.200.126 Date: 08 Mar 2018 23:30:48 UTC</p>	<p><i>Carolyn Chow</i></p> 

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08 Mar 2018 23:30:48 UTC

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