

MASTER SERVICES AGREEMENT

This is a Master Services Agreement (“Agreement”) dated as of July, 15, 2020, between PROJECT WAYFINDER, LLC, a California limited liability company located at PO Box 2876, Berkeley, CA 94702 (“Project Wayfinder”), and Santa Rosa City Schools (“Customer”), whose address is 211 Ridgway Ave, Santa Rosa CA 95404.

Background

Project Wayfinder’s mission is to inspire our next generation to become intentional meaning-makers empowered to contribute to the world around them. We have created a tool kit to equip young people with the skills, knowledge and confidence to create meaningful lives underpinned by purposefulness. Project Wayfinder offers professional development and purpose learning curriculum to schools, districts, youth programs, and other education organizations.

Customer wishes to collaborate with Project Wayfinder on the basis set out in this Agreement.

Project Wayfinder and Customer agree as follows:

1. PROGRAM

1.1 Scope

Project Wayfinder will provide services to Customer (“Services”) in connection with the program (“Program”) described in the Program Plan(s) attached as **Exhibit A** (“Plan”), which, together with all other Exhibits to this Agreement, is incorporated in this Agreement by reference as though the terms thereof were expressly set forth herein. Program elements, personnel and activities, the Services, and Customer’s responsibilities, are set out in the Plan.

1.2 Timeframe

Project Wayfinder will provide Services during the period stated in the Plan including any renewal periods.

1.3 Fee

Customer will pay Project Wayfinder fees in the amount(s) and on the date(s) set out in the attached **Exhibit B** Payment and Fees.

1.4 Communication

Project Wayfinder and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Project Wayfinder will meet periodically as set out in the Plan, advise each other of issues, including any concerns involving interactions among Project Wayfinder and Customer students and staff, provide one another with timely access to information.

2. **INTELLECTUAL PROPERTY RIGHTS; LICENSES**

2.1 **Pre-Existing Intellectual Property**

Each of Project Wayfinder and Customer will retain ownership of their respective Confidential and Proprietary Information and pre-existing intellectual property, including copyrights, trademarks and logos. Each Party grants to the other the right to use its name, logo(s) and pre-approved information about such Party on or in connection with the marketing and promotion of the collaboration as contemplated under this Agreement, subject to the provisions of Section 4 hereof and the prior written approval of such Party with respect to the proposed use. Neither party may otherwise use the intellectual property of the other Party without the prior written consent of such Party.

2.2 **Materials**

Customer acknowledges that Project Wayfinder retains ownership of all right, title and interest in and to any curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Project Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Project Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Project Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Project Wayfinder's prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.

2.3 **Limited License**

Project Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of Program implementation which is, expressly, the subject of this Agreement. Customer must obtain prior written approval from Project Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.

2.4 **Ownership of Work Product**

With the exception of any of Customer's Confidential Information (as such term is defined in the Non-Disclosure Agreement between Project Wayfinder and Customer) or pre-existing intellectual property, and work produced as part of Project Wayfinder student projects, the Parties acknowledge that Project Wayfinder shall solely and exclusively own all intellectual property rights it develops, whether alone or jointly with

others, in connection with Project Wayfinder's performance under this Agreement along with all derivative works thereof (the "Work Product"). Customer hereby assigns to Project Wayfinder, all right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to Materials which Customer may propose or make as part of the respective pilots or which Customer and Project Wayfinder may jointly make during such pilots. To the extent Customer grants Project Wayfinder the right to use any pre-existing Customer-owned intellectual property or content in the Work Product, Customer grants to Project Wayfinder a non-exclusive, worldwide, royalty free, perpetual license for use of such intellectual property and/or content in the Work Product. Customer acknowledges it has no rights to Materials provided to Customer or to the Work Product other than with respect to their separate use as limited by this Agreement.

3. EXTERNAL COMMUNICATION

3.1 Customer External Communication

Customer may not use any of Project Wayfinder's intellectual property or other proprietary information, including but not limited to logo, trade name, trademark, and Materials in any external communications, including, without limitation, on its website or in outreach materials, without prior written approval from Project Wayfinder.

3.2 Project Wayfinder External Communication

Project Wayfinder may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Project Wayfinder may use Customer's name and logos in connection with these efforts.

3.3 Logo Use

Customer acknowledges: (a) it has no interest in Project Wayfinder's logo and other marks other than the rights granted under this Agreement; (b) Project Wayfinder will remain the sole owner of interest in its marks; and (c) all goodwill in Project Wayfinder's marks will inure solely to the benefit of Project Wayfinder. Customer will comply with any reasonable trademark guidelines of Project Wayfinder.

3.4 Visitors

Customer acknowledges Project Wayfinder may bring educators, funders, and other visitors to Customer to observe Program activities. Project Wayfinder will carry out any such visits consistent with Customer policy regarding visitors generally.

4. RELATIONSHIP

4.1 Independent Contractor

Project Wayfinder is an independent contractor and is solely responsible for its activities in providing Services. Project Wayfinder has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

4.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Project Wayfinder nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

5. INSURANCE, INDEMNIFICATION, AND LIABILITY

5.1 Insurance

Each Party shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows: (a) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) and (b) Workers’ Compensation as required by law. Each Party shall furnish the other Party with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall (1) Provide for thirty (30) days advance written notice to the other Party of any modification, change, or cancellation of any of the above insurance coverage; and (2) Indicate that the other Party has been endorsed as an additional insured under the coverage referred to under (a) above.

5.2 Indemnification by Customer

Customer will indemnify, defend, and hold Project Wayfinder and its, manager, members, officers, employees, representatives, agents, and assigns (collectively, “Project Wayfinder Indemnified Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys’ fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer’s actions or other matters related to the subject matter of Program.

5.3 Limitation of Liability

Project Wayfinder will not be liable to Customer for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if Project Wayfinder has been apprised of the likelihood of such damages. Project Wayfinder’s total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid Project Wayfinder as set out in the Plan.

6. TERMINATION

6.1 Termination by Either Party

Either Party may, in its sole discretion, terminate this Agreement by providing written notice to the other Party of that decision at least ninety (90) days prior to the scheduled Program date. Such a termination will be effective sixty (60) days after delivery of the notice. Customer is responsible for payment of services rendered and expenses incurred by Project Wayfinder through the effective date of termination. Project Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not

sufficient to compensate Project Wayfinder for services rendered and expenses incurred through the effective date of termination, Project Wayfinder will invoice Customer for such services and expenses. Customer will pay the invoiced amount within ten (10) days of receipt of invoice.

Notwithstanding the foregoing, if Customer attempts to reschedule or cancel a Program within 30 days or less of the scheduled Program date, Customer will be responsible for (a) any additional travel and lodging expenses incurred by Project Wayfinder in rescheduling the Program (i.e. non-refundable airfare which must be re-booked at additional cost to Project Wayfinder), or (b) in the event of cancellation, all non-refundable travel and lodging expenses incurred by Project Wayfinder in connection with the Program (this is in addition to the fees and expenses set forth in **Exhibit B**, to the extent such expenses are not included therein).

6.2 Effect of Termination

Upon termination of this Agreement, neither Customer nor Project Wayfinder may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Sections 3.3, 4.1 - 4.3, 5.2, 6, 7, and 8 will survive the expiration or termination of this Agreement.

7. GENERAL PROVISIONS

7.1 Entire Agreement

This Agreement, together with the Plan, expresses Project Wayfinder's and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Project Wayfinder and Customer relating to its subject matter. It is understood that Customer's use of Project Wayfinder's websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

7.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Project Wayfinder and Customer that recites that it is an amendment to this Agreement.

7.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.4 Assignment

Neither Customer nor Project Wayfinder may assign its rights or delegate its duties

under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, or sale or transfer of substantially all of its assets.

7.5 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Project Wayfinder and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

7.6 Governing Law; Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of California without regard to conflicts of law principles. The state and federal courts (or arbitrators appointed as described herein) located in Alameda County, California shall be the sole fora for any action for relief arising out of or pursuant to, or to enforce or interpret, this Agreement. Each party to this Agreement consents to the personal jurisdiction and arbitration in such fora and courts and each party hereto covenants not to, and waives any right to, seek a transfer of venue from such jurisdiction on any grounds.

7.7 Notices.

All notices and demands under this Agreement will be in writing and will be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to a prepaid receipted delivery service (such as Federal Express, UPS or a courier service), for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic transmission by or to the parties. Addresses for the purpose of giving notice are as set forth in the first paragraph of this Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Either party may change its address, electronic mail address, or fax number by giving the other party Notice of the change.

7.8 No Solicitation.

During the Term and for a period of one (1) year thereafter, Customer will not, directly or indirectly, solicit, induce, hire or employ any person who is as of the date of such solicitation or was within the twelve (12) month period prior to the date of such solicitation an employee of Project Wayfinder

7.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

[Signature page follows]

IN WITNESS WHEREOF, Project Wayfinder and Customer have signed this Agreement as of the date set out in its first paragraph.

Project Wayfinder, LLC

By: *PCD*

Name: Patrick Cook-Deegan

Title: CEO

Customer:

By:  *Rani Goyal*
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Name: Rani Goyal

Title: Director

EXHIBIT A

Program Plan

Services: Project Wayfinder provides schools, districts, youth programs, and other organizations with 2-day on-site trainings to prepare their educators to teach Project Wayfinder's curriculum to students. During the training, educators will learn about our organization, preview our paper curriculum and online teacher resources, and experience several of the activities firsthand.

EXHIBIT B

Payment and Fees

Program Fees	
Reimbursement of Expenses	
Payment Terms	Payment on all invoices is due within 30 days of invoice date. This is a fixed cost and may not be prorated, regardless of program start or end date. We request that payments are made electronically via direct deposit or ACH wire transfer.
Late Payments	Project Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys' fees, incurred by Project Wayfinder to collect amounts owed on any invoice.