



Subscription Invoice

Website Content Management System

Invoice for

Cypress School District

9470 Moody Street

Cypress, CA 90630

Pay now by credit card

Remit payment to

Edlio Inc.

PO Box 341856

Los Angeles, CA 90034

Purchase Order #

Invoice Date 3/23/2017

Invoice Number 12465

Product Details Website Content Management System
6/30/2017 - 6/30/2018

Cypress School District	\$6,000.00
Multimedia HD Package	\$0.00
Sponsorships	\$0.00
Subaccounts (6) total	\$0.00
A.E. Arnold Elementary School	\$0.00
Multimedia HD Package	\$0.00
Clara J. King Elementary School	\$0.00
Multimedia HD Package	\$0.00
Margaret Landell Elementary School	\$0.00
Multimedia HD Package	\$0.00
Steve Luther Elementary School	\$0.00
Multimedia HD Package	\$0.00
Juliet Morris Elementary School	\$0.00
Multimedia HD Package	\$0.00
Frank Vessels Elementary School	\$0.00
Multimedia HD Package	\$0.00

Price Subtotal	\$6,000.00
Additional Discount	-12.00%
Total Price	\$5,280.00

Thank you for choosing Edlio for your school website.
If there's anything we can do to improve your experience,
please email feedback@edlio.com or call (866) 493-0800.

www.edlio.com

Phone: (877) 623-7200 Fax: (888) 682-4062

Edlio, Inc.
Master Services Agreement

Thank you for choosing Edlio. This Master Services Agreement ("Agreement") is made by and between Edlio, Inc. ("Edlio") and the educational institution named below ("Client" or "you"), and is effective as of the date indicated below (the "Effective Date").

Please read this Agreement carefully before signing. By signing this Agreement, you consent to all of its terms and conditions.

Client Name Cypress School District Contract No. 0316162102
Effective Date 04/16/2016
Client ID# 0316162102
Address 9470 Moody Street
Cypress, CA 90603
Phone (714) 220-6900
Fax 714-828-6652

1. Definitions.

1.1 "App" means a mobile application built by Edlio and provided for Client by Edlio.

1.2 "Client Agents" includes all representatives of the Client, each person to whom Client provides Site Credentials or Administrator Credentials, and each person Client allows to come into possession of Site Credentials or Administrator Credentials (as those terms are defined in Section 6).

1.3 "Client Equipment" means any equipment (including but not limited to computer equipment, software, furniture, and electronics) owned or leased by Client.

1.4 "Client Data" means any and all electronic data, information, text, documents, computer code, files, and multimedia files (including, without limitation, audio, graphic, photographic, and video files), provided or uploaded to or through the Site, App or Service by Client or Client's Agents, including any personal information, Pupil Records, Pupil-generated Content, Education Records and FERPA PII.

1.5 "Client Intellectual Property" means Intellectual Property provided by Client in connection with the development, delivery, or operation of a Site, App, or Services, but does not include Developed Work.

1.6 "Client Technology" means any and all Technology provided by Client or Client Agents to Edlio in the process of developing a Site or App or providing Services.

1.7 “Design Error” means any material failure of the Deliverables to meet any applicable specification in the Statement of Work.

1.8 “Developed Work” means any and all Technology that Edlio may, by itself or with Client, develop, conceive or reduce to practice in the process of developing a Site or App or providing Services, but not Prior Technology or Third-Party Technology.

1.9 “Development Services” will mean work performed by Edlio for Client in developing any Site, App, or other Deliverable pursuant to a Statement of Work.

1.10 “Documentation” means operating instructions, user manuals, programmer’s reference manuals, installation manuals, and other documentation as may, in Edlio’s sole discretion, be supplied to Client.

1.11 “Education Records” has the meaning provided in the United States Code of Federal Regulations, Title 34, § 99.3, and means those records that are: (1) Directly related to a student; and (2) Maintained by an educational agency or institution or by a party acting for the agency or institution,” but does not include those records listed in 34 C.F.R. § 99.3(b).

1.12 “FERPA” means the Federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and associated federal regulations (34 CFR Part 99).

1.13 “FERPA PII” means “personally identifiable information” as defined in the United States Code of Federal Regulations, Title 34, § 99.3, and includes: a student’s name; the name of the student’s parent or other family members; the student’s address; a personal identifier, such as the student’s social security number; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

1.14 “Hosting Services” means the Site and/or App hosting, support, administration and operation services provided by Edlio pursuant to a Statement of Work, including provision of the Network and any other computer systems or equipment.

1.15 “Intellectual Property” means any material in which any person or entity asserts any intellectual property rights, including but not limited to any patent, copyright, trademark, trade dress, trade secret, right of publicity, or other property rights, or contract rights having the equivalent effect, in any country of the world, other than Client Data.

1.16 “Deliverables” means the Site, App, and/or Services that Edlio will perform for Client pursuant to this Agreement, and as set forth in the Statement of Work.

1.17 “Network” means the network of servers, computers, equipment and communication channels owned, controlled or provided by Edlio, through which a Site or App provides data.

1.18 “Prior Technology” means any and all Technology incorporated into a Site or App and (i) developed or otherwise created by or on behalf of Edlio prior to the Effective

Date of this Agreement, or (ii) not developed and provided by Edlio for Client pursuant to the Statement of Work.

1.19 "Pupil-generated Content" means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. "Pupil-generated Content" does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

1.20 "Pupil Records" means both of the following: (i) Any information directly related to a pupil that is maintained by the local educational agency. (ii) Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee. "Pupil Records" does not mean any of the following: (i) De-identified information, including aggregated de-identified information, used by Edlio to improve educational products for adaptive learning purposes and for customizing pupil learning; (ii) de-identified information, including aggregated de-identified information, used to demonstrate the effectiveness of Edlio's products in the marketing of those products; or (iii) de-identified information, including aggregated de-identified information, used for the development and improvement of Edlio's educational sites, services, or applications.

1.21 "Service" or "Services" means collectively all Development Services, Hosting Services, and other services provided by Edlio to Client pursuant to a Statement of Work, including any related computer systems or equipment and the Network.

1.22 "Site" means an Internet site provided for Client by Edlio and comprised of the features identified in an applicable Statement of Work.

1.23 "Statement of Work" means a description of the specific components of the Site, App, Development Services, Hosting Services and/or other Deliverables to be provided by Edlio to Client pursuant to this Agreement, any schedule for their completion or delivery, and the payment to be made to Edlio therefore, accepted and signed by Edlio and Client. Edlio and Client may prepare and accept more than one Statement of Work, each of which will be governed by this Agreement.

1.24 "Support" means the technical support provided by Edlio directly to Client in accordance with the Statement of Work. Support will consist of assisting Client in understanding and using the Site and/or the App. Support will be provided during normal business hours, by electronic transmission or telephone, or by other means that Edlio, in its sole discretion, may agree to us, but does not include sending personnel to Client's premises. Support does not include Development Services or Hosting Services.

1.25 "Technology" means software, object code, source code, HTML code, algorithms, concepts, data, designs, developments, documentation, discoveries, inventions, procedures, programs, techniques, know-how, methods, media files (including, without limitation, audio, graphic, photographic, and video files), text, and web pages, but does not include Client Data.

1.26 “Third-party Technology” means any and all Technology owned by a third-party and licensed by Client or Edlio for inclusion into or use with any Site, App or Services.

2. Development and Acceptance of the Site or App. Edlio will use commercially reasonable efforts to develop the Site and/or App and provide the Deliverables substantially in accordance with the timetable and specifications in the Statement of Work, and subject to the terms and conditions of this Agreement.

2.1 Statement of Work. The Statement of Work represents each party’s good faith description of the Site, App, Deliverables and/or Services to be provided and estimate of the scope of work, resource requirements, tools, and time required to complete or provide them. As the parties develop the initial Statement of Work or any subsequent Statement of Work, and prior to execution of the Statement of Work, Edlio may determine that the assumptions on which it based the Statement of Work were incorrect or have changed, and may modify the Statement of Work accordingly.

2.2 Primary Contact. Client will notify Edlio of its single primary contact for communications with Edlio (“Primary Contact”). If a Primary Contact is not identified, the Client representative executing this Agreement will be deemed the Primary Contact. The Primary Client will provide Edlio with all direction, approval, notice, and authorization needed from Client. The Primary Contact may designate in writing another person to serve as the Primary Contact, and that person will thereafter be the Primary Contact for purposes of this Agreement.

2.3 Delays. Edlio’s ability to provide the Deliverables depends on Client performing any and all required reviews, edits and notices within the time periods specified in the Statement of Work, and on Client conducting any and all inspections within the applicable inspection period. If Client fails to do so, then Edlio, in its sole discretion, may present Client a revised the schedule for all remaining Deliverables, taking into account Client’s delay and the impact to Edlio’s other contractual commitments. If any delay by Client exceeds two (2) weeks, then Edlio may, at its sole discretion, terminate this Agreement upon written notice to Client without any liability arising against Edlio out of such termination. In the event of termination pursuant to this Section 2.3, Client will be responsible for all Deliverable Payments and any other payments due for work performed by Edlio up to the date of termination. In any event, Client will be responsible for paying reasonable additional charges caused by Client’s delay (for example, lost revenue due to idle time) and Edlio will bill for these additional charges as set forth in Section 5.3.

2.4 Additional Work. Client and Edlio may from time to time agree that Edlio will perform additional Development Services, by a written addendum or supplemental Statement of Work signed by both parties.

2.5 Client Changes. If Client alters the relevant requirements, project plans, schedule, scope, specifications, designs, software, hardware products, or related system environment or architecture, Edlio will not be responsible for the change unless Client and Edlio specifically consent to the change, scheduling, and additional charges, if any, in writing.

3. Hosting Services. Upon completion of the Development Services, Edlio will provide the Hosting Services described in the Statement of Work for the fees described in the Statement of Work. The fees charged by Edlio for Hosting Services may change from time to time. Edlio will provide Client with written notice of changes to the fees for Hosting Services.

Client or Edlio may terminate Hosting Services upon thirty (30) days, notice to the other, unless it the parties have agreed in writing to a longer term for Hosting Services.

4. Training. Edlio will provide 2 hours of training to up to 15 of Client's employees as a single class at a time agreed to by both parties ("Training").

5. Payments.

5.1 Deliverable Payments. As consideration for Edlio's performance of its obligations under this Agreement and its grant of rights and licenses to Client, Client will pay the amounts set forth in the Statement of Work to Edlio for the commencement of Development Services and for the completion of each Deliverable described in the Statement of Work ("Deliverable Payment"), within thirty (30) days of Client's acceptance of each Deliverable pursuant to Section Error: Reference source not found. Certain Deliverables may not have an immediate, associated payment, but will instead require a payment upon acceptance of the last Deliverable. The initial payment for the commencement of Development Services is nonrefundable.

5.2 Recurring Fees. Edlio will invoice Client for services on the first of each month for services during that month. Client will make all such payments within thirty (30) days of the invoice date. If Client agreed to pay recurring fees for a term specified in the Statement of Work, and if the fees include a discount based on such term, then Client will reimburse Edlio for all discounts that Client received should Client terminate this Agreement before the end of such term.

5.3 Other Payments and Fees. Edlio will invoice disbursements, expenses, and delay fees after they are incurred. Client will pay any additional fees and payments indicated on the Statement of Work. Client will make all such payments within thirty (30) days of the invoice date.

5.4 Revision of Estimates by Edlio. If Edlio anticipates that the assumptions or facts on which it based the Statement of Work, or any portion of the Statement of Work, are incorrect and that correction would require an increase in one or more of the Deliverable Payments, then Edlio will notify Client in writing and specify the amount of its estimated increase. Upon receiving such notice, Client may accept in writing the revised estimate, or may terminate this Agreement. If Client terminates the Agreement, Client will have no responsibility for further payment other than for the Deliverables already provided. If Client does not accept such notice of correction or terminate this Agreement pursuant to such notice of correction in writing within ten (10) days, then Client will be deemed to have accepted such notice of correction.

5.5 Effect of Client Changes on Costs. Client acknowledges that any changes to the Statement of Work may require additional work by Edlio, necessitating a reasonable increase in one or more of the Deliverable Payments or other payments required under the Statement of Work. Client agrees to negotiate such increases in good faith, and will accept any delays caused by such negotiations. If Edlio determines that it is unable to make a change requested by Client, then Edlio may so notify Client, and Client may either withdraw its request, or terminate this Agreement without owing Deliverable Payments other than for the Development Services and Deliverables already delivered.

5.6 Taxes. Edlio's charges do not include taxes. If Edlio is required to pay any federal, state, or local taxes based on the Development Services or Hosting Services provided under the Agreement, other than taxes based on Edlio's net income, the taxes will be billed to and paid by Client. Client will be liable for and will pay in full all such taxes, including without limitation any taxes based on sales enabled by the Site.

6. Security. Client must establish one or more accounts and passwords ("Site Credentials") with Edlio for purposes of gaining access to and administering the Site, and one or more accounts and passwords ("Administrator Credentials") for purposes of requesting any Development Services or Hosting Services.

6.1 Authorized Individuals. Only individuals whom you have identified as Client Representatives in writing to Edlio will be permitted to request Development or Hosting Services on your behalf. For good cause, Edlio may suspend the right of any Client Agent, representative or other person to access the Site or request Development or Hosting Services. Edlio reserves the right to prohibit Client from accessing the Site and Services in a manner that compromises the security or integrity of the Site, Services, or any Confidential Information.

6.2 Client Responsibilities. Client acknowledges that by granting or allowing access to Edlio, the Site, the App, or the Services, and by establishing Credentials, Client controls which persons have access to any Pupil Records, Pupil-generated Content, Education Records and Personally Identifiable Information made available through them. It is Client's sole responsibility to ensure that Client and each person to whom Client provides Site or Administrator Credentials, or allows to come into possession of Site or Administrator Credentials, complies fully with FERPA, applicable provisions of the California Education Code, the terms of this Agreement, and with any and all other applicable laws and regulations.

6.3 Edlio's Security Measures. Edlio will implement the security measures specified in this Section 6.3. Information transmitted between the Client and the Site and Services will be encrypted using industry-standard technology. Client Data (including any Pupil Records) will be encrypted while stored on Edlio's systems and servers and while not in active use. Edlio's servers are located in the United States. Edlio will take reasonable measures to ensure that Client Data is not disclosed except as required or permitted pursuant to the functions of the Site, App, or Services approved by Client. Edlio and its employees will not access, use or share with third-parties Pupil Records or FERPA PII except as described in Section 7. Edlio employees who may have access to Pupil Records or FERPA PII from Education Records will be trained regarding the limitations on disclosure of such information imposed by this Agreement. Edlio makes no representation or warranty that it will implement security measures not described herein.

6.4 Edlio will implement the security measures and procedures described in Section 6.3. However, no data transmission over the Internet or any wireless network, and no system, data storage or service connected to the Internet, can be guaranteed to be secure. As a result, while Edlio strives to protect Client Data, Edlio cannot ensure or warrant the security of any information Client or Client's Agents transmit or provide to Edlio. Furthermore, Edlio will assist in Network, Site or App security breach detection or identification, but will not be liable for any inability, failure or mistake in doing so. Client and Client's Agents transmit and provide information at their own risk.

7. Access to, Use and Sharing of FERPA PII from Education Records or Information in Pupil Records.

7.1 Access to and Use of FERPA PII from Education Records and Pupil Records. Edlio will not access or use FERPA PII from Education Records or information in Pupil Records other than: (i) as necessary or required to provide the Site, App and/or Services described in this Agreement; (ii) to enable Client, pupils and/or parents to access and use the Site or Services; (iii) to permit pupils or parents to download and use the Edlio App; (iv) to send email or SMS messages to the pupil or parent at the request of the pupil, parent or Client; (v) to investigate, detect or prevent unlawful conduct or protect the integrity or security of the Site or Services; or (vi) as required by law, a judicial order or subpoena. Edlio will not use FERPA PII from Education Records or information from Pupil Records for marketing purposes. However, Edlio may use **de-identified** information from Client Data (including from Pupil Records or Education Records) for purposes of analysis and to improve Edlio's products, websites, apps and services.

7.2 Sharing of FERPA PII from Education Records and Pupil Records. Edlio will not share FERPA PII from Education Records or from Pupil Records with third parties except under the following conditions.

7.2.1 Edlio may use third-party vendors, contractors, service providers, networks, and computer systems to provide the Site, App and/or Services, and to store and transmit Client Data (including Pupil Records, Pupil-generated Content, and Education Records, including FERPA PII). For example, Edlio may use third-party "cloud platform" provider to host or transmit the Site. Any such third-parties will be contractually bound: (i) not to access or use FERPA PII in Education Records or in Pupil Records except as required to perform services to Edlio; and (ii) not to disclose FERPA PII in Education Records or in Pupil Records to any third-parties except as required to comply with a judicial order or lawfully issued subpoena.

7.2.2 Edlio may disclose FERPA PII in Education Records or in Pupil Records as required to comply with a court order or lawfully issued subpoena.

7.2.3 Edlio may disclose FERPA PII in Education Records or in Pupil Records if instructed to do so in writing by the Client.

7.2.4 Edlio may disclose FERPA PII in Education Records or in Pupil Records if otherwise authorized by applicable law.

8. Compliance with the Federal Family Educational Rights and Privacy Act ("FERPA") and Associated Federal Regulations

8.1 Edlio cannot control the information Client and Client's Agents upload or provide to or through the Site, App or Services. Therefore, it is Client's sole responsibility to ensure that Client and Client's Agents comply with any and all applicable FERPA requirements and associated federal regulations.

8.2 Client agrees and warrants that before Client or Client's Agents enter, upload, or provide any information regulated under FERPA (including any FERPA PII or Education Records) to or through the Site, App or Services, Client will have: (1) obtained any and all parental or student consent required by FERPA; or (2) determined that Client's or Client's Agents actions meet one of the exceptions to FERPA's parental or student consent requirements, and that Client or Client's Agents have complied with all recordkeeping and other requirements necessary for the exception to apply.

8.3 Edlio will not access, use or share FERPA PII in Education Records with third-parties except as provided in Section 7.

9. Compliance with California Education Code Section 49073.1.

9.1 If Client provides, uploads or stores any Pupil Records in connection with the Site or Services, such Pupil Records will continue to be the property of and subject to the control of Client.

9.2 If Client or Clients Agents provide, upload or store any Pupil-generated Content in connection with the Site or Services, it is Client's sole responsibility to provide a means for pupils to retain control over their own Pupil-generated Content, including options by which Client will transfer Pupil-generated Content to a pupil or pupil's personal account. If Client provides a means for pupils to retain control over their own Pupil-generated Content, or an option by which Client will transfer Pupil-generated Content to a pupil or pupil's personal account, it is Client's sole responsibility to do so in a manner that complies with the FERPA and associated federal regulations, any and all applicable provisions of the California Education Code, and with any and all other applicable laws and regulations.

9.3 Edlio will not use any information in Pupil Records except as provided in Section 7.

9.4 Any Pupil Records provided by Client or Client's Agents are Client's property and under Client's control. Edlio does not have the authority to permit a parent, legal guardian, or eligible pupil to access, review or correct any information in the Pupil's Records. Therefore, it is Client's sole responsibility to provide any procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the Pupil's Records and correct erroneous information. It is Client's sole responsibility to do so in a manner that complies with FERPA and associated federal regulations, any applicable provisions of the California Education Code, and with any and all other applicable laws and regulations.

9.5 Edlio will take the measures described in Section 6.3 to ensure the security and confidentiality of Pupil Records.

9.6 If Edlio becomes aware that Pupil Records associated with a Client have been acquired, or reasonably believed to have been acquired, by an unauthorized person ("Breach"), Edlio will inform Client of the Breach. Edlio shall inform Client of the Breach as promptly as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the Breach and restore the reasonable integrity of the data system. Client shall be responsible for promptly notifying any affected parent, legal guardian, or eligible pupil of the Breach, in a manner that complies with all applicable laws and regulations. Client shall provide Edlio with reasonable assurances or evidence that Client has made such notification. In the alternative, if, in Edlio's sole discretion, Edlio determines that Edlio is required to provide such notification, then upon request by Edlio Client shall promptly provide Edlio with sufficient contact information to permit Edlio to notify any affected parent, legal guardian, or eligible pupil of the Breach. If the Breach is the result of Edlio's breach of this Agreement, Edlio will be responsible for the costs of providing any required notification; otherwise, Client will be responsible for the costs of providing any required notification.

9.7 At the termination of this Agreement, Pupil Records and Pupil-generated Content will be returned or destroyed as provided in Section 19.7.

9.8

Client and Edlio shall comply with the provisions of Sections 7 and 8 of this Agreement, relating to compliance with FERPA.

9.9 Edlio will not use FERPA PII from Pupil Records for targeted advertising.

9.10 Edlio reserves the right to prohibit Client or Client Agents from accessing or using the Site, App or Services in a manner that violates applicable law, that is inconsistent with Section 10.2 (Acceptable Use) or other provisions of this Agreement, or that compromises the security or integrity of the Site, App, or Services or of any Confidential Information.

10. Acceptable Use.

10.1 Client will ensure that Client and Client's Agents will not:

1. use the Site, App, Services or Network (including but not limited to email broadcast services) in any illegal manner or for any illegal purpose, in any other manner that could damage, disable, overburden or impair the Site, App, Service or Network, or in any manner inconsistent with this Agreement;
2. upload, post, email, transmit or otherwise make available any content that: (i) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene or libelous; (ii) violates the intellectual property rights or rights of privacy or publicity of any other person or entity; (iii) contains software viruses or any other computer code designed to interfere with the functionality of the Site, App, Services or Network, or any other computer software or hardware or telecommunications equipment; (iv) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters" or "pyramid schemes;"
3. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. defeat or interfere with any security feature of the Site, App, Services or Network, or attempt to do so;
5. use any automated system, software, or device to use the Site, App, Services or Network or obtain content or information from the Site, App, Services or Network;
6. collect personally identifiable information, including without limitation account names or e-mail addresses, from the Site, App, Services or Network;
7. reproduce, duplicate, copy, sell, trade, resell or exploit, for any commercial purpose, any content (other than Client Data or other content Client or Client's Agents have uploaded using the Site or Services) or any component or use of the Site, App or Services, without the prior written permission of Edlio

10.2 If Edlio is informed by government authorities of inappropriate or illegal use of Edlio's facilities, or of other networks accessed through Edlio, any government

determinations will be binding on Client. If required to prevent such illegal use or to comply with any government order or instruction, Edlio may immediately terminate the Site, App, or Services.

10.3 Copyright. Edlio respects the intellectual property rights of others. Client and Client's Agents may not upload, post or otherwise transmit materials that violate the intellectual property rights of others. If Edlio receives notification of alleged copyright infringement that complies with the Digital Millennium Copyright Act (17 U.S.C. § 512, the "DMCA"), Edlio will promptly remove or disable access to the allegedly infringing material. Edlio will also terminate the accounts of repeat infringers.

11. Intellectual Property.

11.1 Edlio License. Subject to the terms and conditions of this Agreement, and to Client's full payment of the fees specified in the Statement of Work, Edlio hereby grants to Client a nonexclusive, nontransferable (except as set forth in Section 11.2) license to use the Client administration features in the Site, Developed Work, and Prior Technology, solely for the purpose of administering and updating the Site or the App as such features may allow. Neither the Client, nor Client's Agents or representatives may remove or transfer the Site, the Technology supporting the App, Developed Work, or Prior Technology away from the Edlio's premises, servers or collocation facilities without Edlio's prior, written consent.

11.2 Sublicenses. Client has no right to sublicense all or any portion of the Site, the App, Developed Work, or Prior Technology, unless authorized by Edlio in a written agreement signed by the parties and indicating the sublicense fees Client will pay Edlio for each sublicense.

11.3 Client License. Client hereby grants to Edlio a nonexclusive, worldwide, royalty-free license to copy, reproduce, publically display or perform, or distribute, and to prepare derivative works of or using, all Client Data, Client Technology, and Client Intellectual Property (including any trademarks, trade dress and service marks embodied therein), required or used to design, develop, test, administer, update, host, operate, display and demonstrate the Site and/or the App or to provide the Services. By uploading or providing any Client Data or Intellectual Property to or through the Site, the App, or the Services, Client and/or Client's Agents grant to Edlio, a nonexclusive, worldwide, royalty-free license to copy, reproduce, publically display or perform, or distribute, or to prepare derivative works of or using, such Client Data or Intellectual Property, as needed to design, develop, test, administer, update, host, operate, display and demonstrate the Site and provide the Services. Client will ensure that Client's agents are informed of the license granted herein.

11.4 Client Intellectual Property. Edlio acknowledges that, as between the parties, and except as licensed under this Agreement, Client owns all worldwide right, title and interest in Client Data, Client Technology and Client Intellectual Property.

11.5 Edlio Intellectual Property. Client acknowledges that, as between the parties, and except as licensed under this Agreement, Edlio owns all worldwide right, title and interest in and to the Developed Work, Prior Technology and any Intellectual Property provided by Edlio.

12. Other Networks; Approval and Usage; Resale. Hosting Services include the ability to transmit data beyond Edlio's Network, through other networks, public and private. Use

of other networks may require approval of the respective network authorities, and will be subject to any acceptable usage policies such networks may establish. Client will not hold Edlio responsible for, and Edlio will not be liable for, obtaining such approval or for violation of such policies. Client may not resell any portion of the Hosting Services to any other party.

13. Disclaimer of Warranties.

13.1 Disclaimer. Except for the express warranties set out in this Agreement, the Developed work, Prior Work, Third Party Technology, Site, Services, any "collocation space" including any shared or third-party servers, networks or computer systems, Development Services and Hosting Services are provided on an "AS IS" AND "AS AVAILABLE" BASIS. Edlio does not make, and hereby disclaims, any and all other express and implied warranties of any kind, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. IN PARTICULAR, AND WITHOUT LIMITATION, EDLIO MAKES NO WARRANTY THAT: (1) THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICES WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE SITE OR SERVICES WILL MEET YOUR EXPECTATIONS; (5) ANY ERRORS IN THE COMPONENTS OR CONTENTS OF THE SITE OR SERVICES WILL BE CORRECTED; OR (6) THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHERMORE, ALTHOUGH EDLIO HAS implemented the security measures and procedures described in Section Error: Reference source not found, EDLIO MAKES NO WARRANTY THAT ANY CLIENT DATA OR INFORMATION WILL BE SECURE OR FREE FROM UNAUTHORIZED ACCESS.

13.2 Restrictions. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above disclaimers may not apply. To the extent Edlio may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of any such warranty will be the minimum permitted under the applicable law.

14. Disclaimer of Third Party Actions and Control. Edlio does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Edlio Clients' connections to the Internet (or portions thereof) may be impaired or disrupted. Although Edlio will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Edlio cannot guarantee that they will not occur. Accordingly, Edlio disclaims any and all liability resulting from or related to such events. Edlio disclaims all responsibility or liability for the acts or omissions of third parties whose services, software, content, or advertising may be utilized in connection with or provided by the Site or Service, and you agree that Edlio will not be liable for any such services, software, content, or advertising.

15. Limitations of Liability.

15.1 Personal Injury. Each Client Agent and any other persons visiting Edlio facilities does so at his or her own risk and Edlio will not be liable for any harm to such persons

resulting from any cause other than Edlio's gross negligence or willful misconduct resulting in personal injury to such persons during such a visit.

15.2 Damage to Client Equipment. Edlio assumes no liability for any damage to, or loss of, any Client Equipment resulting from any cause other than Edlio's gross negligence or willful misconduct. To the extent Edlio is liable for any damage to, or loss of, the Client Equipment for any reason, such liability will be limited solely to the then-current value of the Client Equipment and further subject to the limitations set forth in Sections 15.4 and 15.7 below.

15.3 Loss of Data or Service Interruptions. Except as expressly set forth in this Agreement, Edlio will not be liable to Client, any Client Agent, or any third party for any loss of data, or interruption in or loss of use of the Site, App, or Services.

15.4 Other Exclusions. In no event will Edlio be liable to Client, any Client Agent, or any third party for any lost revenue, lost profits, , or punitive, indirect or consequential damages, under any theory of contract, tort (including negligence), strict liability or otherwise, whether or not Edlio has been advised of the possibility of such damages.

15.5 Client Actions. In no event will Edlio be liable to Client, any Client Agent, or any third party for any claims arising out of or related to the negligence, gross negligence, or willful misconduct of Client or any of Client's Agents. In no event will Edlio be liable to Client, any Client Agent, or any third party for any claims arising out of or related to the breach of this Agreement or any warranty or representation in this Agreement by Client or Client's agents.

15.6 Network and Site Security and Third-Party Actions. Edlio will assist in Network and Site security breach detection or identification, but will not be liable for any inability, failure or mistake in doing so. Edlio will not be liable for any claims arising out of or related to any third-party's unauthorized access to Client Data, the Network, Site or Services that does not result from Edlio's breach of this Agreement.

15.7 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, Edlio's maximum aggregate liability to Client related to or in connection with this Agreement will be limited to the total amount paid by Client to Edlio hereunder for the Twelve (12) month period prior to the event or events giving rise to such liability.

15.8 Restrictions. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, such as incidental or consequential damages. Accordingly, some of the above limitations may not apply. To the extent Edlio may not, as a matter of applicable law, limit its liabilities, the extent of Edlio's liability will be the minimum permitted under the applicable law.

16. Defense of Third Party Claims and Indemnification.

16.1 Defense. Client will defend and hold harmless Edlio, its directors, officers, employees, affiliates and clients (collectively, the "Covered Entities") from and against any and all claims, actions or demands brought by any third party against Edlio and/or any of the Covered Entities arising out of, relating to, or alleging: (i) infringement or misappropriation of any intellectual property rights relating to any Client Data, Technology, Intellectual Property or Third-Party Technology licensed or provided by Client or Client's agents; (ii) defamation, libel, slander, obscenity, pornography, invasion of privacy or any other violation of the rights of privacy

or publicity relating to any Client Data, Intellectual Property, or content licensed or provided by Client or Client's agents; (iii) spamming, or any other offensive, harassing or illegal conduct or violation of Acceptable Use Guidelines by Client or Client's Agents; (iv) the negligence, gross negligence, or willful misconduct of Client or any of Client's Agents; (v) the breach of this Agreement or any warranty or representation in this Agreement by Client or Client's agents.; (vi) any claim arising out of or related to the use, access to, privacy or security of any Client Data (including but not limited to any personal information, Pupil Records, Pupil-generated Content, Education Records and FERPA PII), except to the extent liability is alleged to have been caused solely by Edlio's breach of this Agreement. The foregoing are referred to as "Covered Claims."

16.2 Indemnification Client hereby agrees to indemnify Edlio and each Covered Entity with respect to all claims, demands, liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees) suffered by Edlio and each Covered Entity as the result of a Covered Claim.

16.3 Notification. Client will provide Edlio with prompt written notice of each Covered Claim of which Client becomes aware, and, at Edlio's sole option, Edlio may elect to participate in the defense and settlement of any Covered Claim, provided that such participation will not relieve Client of any of its obligations under this Section 16.

16.4 Reliance on Disclaimer, Liability Limitations and Indemnification Obligations. Client acknowledges that Edlio has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Client's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

17. Confidential Information. Each party acknowledges that it may have access to confidential information of the other party concerning the other party's business, plans, technology, or products ("Confidential Information"). Confidential Information will include, but not be limited to, Technology (including but not limited to proprietary software), Documentation, and the terms and conditions of this Agreement. Each party agrees that it use the Confidential Information of the other party only for the purposes of the performance of this Agreement or as otherwise expressly permitted by this Agreement, and will not disclose to any third party (except to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information. Each party will take reasonable precautions to protect the confidentiality of all Confidential Information provided by the other. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law, regulation, court order, subpoena, or other valid legal process, provided that the receiving party provides prompt written notice thereof to the disclosing party, and the releasing party cooperates in any efforts of the disclosing party to prevent or minimize disclosure.

18. Term. This Agreement will be effective for a the term specified in the Statement of Work, or for one (1) year if no term is specified, unless terminated as provided in Section 19 below. If Client has prepaid for a term of Hosting Services, the Client may continue to receive such Hosting Services after such term by issuing a new purchasing document to commit to the fees for an additional term, or by paying for the Hosting Services on a month-to-month basis. In either case, Edlio will bill Client monthly in advance according to its then current rates. Use of the Hosting Services after the Term, or each month if Client has no specified term of service, will constitute acceptance of Edlio's then current standard Agreement and the fee rates in effect at that time.

19. Termination.

19.1 For Inability to Agree on Statement of Work. If either party determines, in its judgment, that the parties will not be able to agree to and sign a Statement of Work, then this Agreement will terminate upon either party's written notice to the other.

19.2 For Nonpayment. If any payment due under this Agreement and/or a Statement of Work remains unpaid thirty (30) after the due date, Edlio may suspend the operation of the Site and or App and the provision of Development Services or Hosting Services. To re-establish services, Client will be required to make all outstanding payments within 5 days from receipt of invoice. If any payment due under this Agreement and/or a Statement of Work remains unpaid sixty (60) days after the due date, Edlio may terminate the Service permanently. Termination of this Agreement does not eliminate the obligation to make all payments due for services provided through the date of termination, and Client will remain liable for all such payments.

19.3 By Edlio, Upon Notice. Edlio may terminate this Agreement upon written notice to Client for breach of Section 10.2 (Acceptable Use), or if Client becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors. or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

19.4 For Cause, With 30 Days' Notice. In addition to the right to terminate this Agreement pursuant to Sections 19.2 or 19.3, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.

19.5 As Otherwise Provided. This Agreement may also be terminated as otherwise expressly provided by this Agreement, for example in Sections 2.3, 3 and 5.4.

19.6 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms. However, expiration or termination will not extinguish claims or liability arising prior to such expiration or termination. Termination will not affect the obligations of the parties that survive termination pursuant to Section 19.8.

19.7 Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Edlio will immediately cease providing the Services; (ii) any and all payment obligations of Client under this Agreement will become due immediately; (iii) within thirty (30) days after such expiration or termination, each party will return all Confidential

Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. Upon termination, at Edlio's request, Client shall cooperate fully with Edlio in identifying any Pupil Records, Pupil-generated Content or FERPA PII from Education Records in Edlio's possession. Within 30 days of ascertaining the existence and identity of Pupil Records, Pupil-generated Content, or FERPA PII from Education Records in Edlio's possession, custody, or control, Edlio shall return or destroy all copies of such records, and shall provide a certification to Client that it no longer retains any copies of such records. Additionally, upon termination of this agreement, copyright of the website's design will remain with Edlio Inc. Client will have the option of purchasing the design files at the predetermined price of \$2,500.00.

19.8 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 1, 5, 11.4, 11.5, 13.1 through 15, 16 (for three (3) years), 19.6 through 19.8, and 22.

20. Arbitration.

20.1 Client and Edlio agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. Client and Edlio hereby waive any right to a jury trial of any dispute we have that is subject to this arbitration agreement. As used in this arbitration agreement and waiver, the terms "Edlio" and "Client" or "you" include Edlio's and Client's respective owners, officers, directors, shareholders, employees, subsidiaries, affiliates, agents, predecessors in interest, successors, attorneys, and assigns. This agreement to arbitrated will be interpreted broadly, and will encompass all disputes between Client and Edlio, including, but not limited to claims that in any way relate to or arise from this Agreement, the relationship between Client and Edlio, Client's use of the Site, App, or Services, and any content or functionality of the Site, App, or Services, regardless of legal or equitable theory.

20.2 Arbitration of any dispute or claim must be initiated within one year after the date on which the basis for the dispute or claim first arises. The arbitration will be conducted by a single arbitrator appointed by the JAMS dispute resolution service, pursuant to the JAMS Streamlined Arbitration Rules & Procedures. The location of the arbitration will be Los Angeles, California. To initiate arbitration, you or Edlio must submit a claim to JAMS office in Los Angeles, California, with notice to the other party delivered by Federal Express, Express Mail, or DHL. For JAMS address in Los Angeles or more information regarding JAMS and the rules governing arbitration, you may visit its website at <http://www.jamsadr.com/>. This Agreement involves a transaction in interstate commerce, and thus the arbitration will be subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 et seq. ("FAA").

20.3 Any court of competent jurisdiction may enter judgment on an arbitral award, or application may be made to such a court for judicial acceptance of the award and any appropriate order including enforcement. The arbitrator(s) will not have the power to award punitive damages, treble damages or any other damages which are not compensatory, even if permitted under the laws of the State of California or any other applicable law. The parties will bear their own costs and expenses that are reasonable and necessary to participate in such arbitration, including, without limitation, attorneys' fees.

21. Choice of Law. This Agreement, and any dispute arising from or relating to this Agreement, will be governed by the substantive laws of the State of California, and the United States, without regard to choice of law rules.

22. Miscellaneous Provisions.

22.1 Copyright Notice. The Site will conspicuously display a notice of Edlio's copyrights and contain an acknowledgment that Edlio produced and developed the Site, with a link to Edlio's Web site. Edlio may mention or describe its work for Client in Edlio's marketing materials, whether in printed or electronic media.

22.2 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, power shortage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

22.3 No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Client acknowledges and agrees that Client has not been granted any real property interest in any Edlio systems or servers, any "collocation space" (including any shared or third-party servers), any networks or computer systems, or any other Edlio premises, and Client has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

22.4 Government Regulations. Client will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

22.5 Assignment. Neither party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, except to a party that acquires all or substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment without such consent will be void. The foregoing notwithstanding, either party may use subcontractors and consultants in the performance of its obligations under the Agreement. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

22.6 Notices. Any notice or communication required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party first indicated above, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) days after mailed or sent, whichever is earlier.

22.7 Relationship of Parties. Edlio and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Edlio and Client. Neither Edlio nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

22.8 International Transactions. If Client is, or is owned or controlled by, an entity whose headquarters or principal place of business is outside of the United States, then the following additional provisions will apply:

22.8.1 English Language. This Agreement is in the English language only, which language will be controlling in all respects. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party. All communications and documentation to be furnished under this Agreement will be in the English language.

22.8.2 U.N. Convention. The rights and obligations of each party to this Agreement will not be governed by the provisions of the U.N. Convention on Contracts for the International Sale of Goods, but instead by the laws of the State of California that would apply in a domestic transaction.

22.8.3 Consent to International Data Processing. The Site and Services are operated in the United States. By providing any information to Edlio, Client, including, without limitation, a Client in the member states of the European Union, Canada or elsewhere outside of the United States, represents that it fully understands and consents to this Agreement. Edlio may transfer Client Data (including personal information) to Edlio's systems, computers, and contractors located in the United States and other countries for the purposes and under the conditions described in this Agreement. By using the Site or Services, and/or providing Edlio with information or Client Data, Client consents to the collection, transfer, storage and processing of all such information and Client Data to and in the United States or any other country in the world. In addition, Client waives any restrictions on such collection, transfer, or storage of Client Data or information imposed by the laws of any country other than the United States.

22.8.4 European Community. If a provision of this Agreement prohibits an activity of Client or its resellers, sales representatives, or distributors in violation of Article 6 of the Council Directive of 14 May 1991 on the legal protection of computer programs, and implementing legislation thereunder (the "Directive"), then such activity will be permitted solely to the extent, if any, that such activity is (i) subject to the jurisdiction of a Member State of the European Community, and (ii) expressly permitted by the Directive.

22.9 Counterparts; Electronic Copies. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The execution of this Agreement may be made and evidenced by the use and exchange of electronic copies of this Agreement.

22.10 Entire Agreement. This Agreement, together with any Statement of Work and the Edlio policies referred to in this Agreement, represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. The terms and provisions of this Agreement supercede any conflicting term or provision in any Statement of Work. This Agreement may be modified only through a written instrument signed by both parties. No term or provision in any purchase order, invoice or other business form of Client will control the relationship of the parties or supercede any conflicting term or provision of this Agreement unless signed by both parties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and that the person whose signature appears above is duly authorized to enter into this Agreement

on behalf of the respective party. In the case of international, federal, state or local government orders, Client's purchase order must contain the following language: "Notwithstanding any provisions to the contrary on the face of this purchase order, attachments to this purchase order, or on the reverse side of this purchase order, this purchase order is being used for administrative purposes only, and this purchase order is placed under and subject solely to the terms and conditions of the Edlio Master Services Agreement executed between Client and Edlio."

1. In consideration of the mutual promises and other consideration provided for by this Agreement, the undersigned parties, having read and understood the Agreement and intending to be bound thereby, hereby agree to and accept all of the terms and conditions of this Agreement.

EDLIO, INC.

By: Annie Coleman

Title: sales executive

Tim McLellan

Tim McLellan
Tim McLellan (Mar 25, 2016)

Assistant Superintendent

Mar 25, 2016