



INVOICE

Acct #: 16301
#INVUS6731124587950

Cypress Elem School District
9470 Moody St
Cypress CA 90630

Subscription Start Date: 07/01/2017
Due Date: 07/31/2017

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

Or make payment via ACH:

ABA/Routing #: 121000248

Account #: 4121566533

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

Qty	Description	Start	End	End User	Annual Rate	Amount
436	Absence & Substitute Management Subscription - Employees needing replacement	07/01/2017	06/30/2018	16301 Cypress School District	\$13.52 13.00/	\$5,894.72
95	Absence & Substitute Management Subscription - Employees not needing replacement	07/01/2017	06/30/2018	16301 Cypress School District	\$5.10 4.90/	\$484.12

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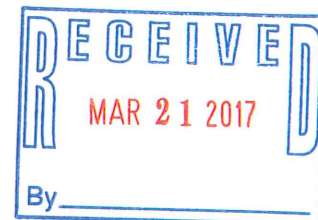
SUBTOTAL \$6,378.84

TOTAL DUE \$6,378.84
by 07/31/2017



March 17, 2017

14 *****AUTO**MIXED AADC 197
Cypress School District
ATTN: Bridget Tambio, Accounts Payable 2017
9470 Moody St
Cypress, CA 90630-2995



Dear Valued Client,

This past summer, we reintroduced ourselves as Frontline Education — a change that not only affected our name, but reinforced our dedication to bringing additional integrated insights and solutions to you, the front line of education. I would like to thank you for partnering with us in this journey.

We are following through on this commitment by investing tens of millions of dollars *this year* in our infrastructure, including the security of our systems which in turn protects the privacy of your employees' and student data. We are also enhancing our reporting in line with federal and state compliance requirements and upgrading our client success infrastructure and systems to ensure you get the answers and responsiveness you need – when you need them. We are certain that these initiatives will allow us to continue providing the high-quality solutions and service you have come to associate with Frontline Education.

The ongoing costs associated with providing these enhanced system and support capabilities necessitate a price change across all our solutions, with the exception of any products still in the initial term stated in your contract as well as the recently acquired eSped/eSTAR solutions, if applicable. Effective July 1, 2017, rates for annual renewal subscriptions will increase by 4.00%.

New and future enhancements to our solutions are only possible through partnerships with organizations like yours and we are excited to continue serving the needs of your district.

If you are not the correct contact for this letter, please share this with the appropriate person in your district.

If you have any questions or would like to schedule a call, please email inquiries@frontlineed.com and we will respond by the end of the next business day.

Thank you again for your business.

Sincerely,

Jim Catalino
SVP, Client Success



1400 Atwater Drive Malvern, PA 19355

Aesop Customer Agreement

PRPUS24954561152

03/22/2007

P: 610-722-9745 | F: 888-492-0337

Customer:

Cypress School District
9470 Moody St
Cypress CA 90630

Contact: Timothy McLellan
Title: Director of Business / Finance
Phone: (714) 220-6900
Email: TMCLELLAN@CYPUSD.K12.CA.US

Agreement Details:

Pricing Expiration:
Account Manager: David Black

Initial Term: 2015-2016
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Start Date: 0 days after signed date
Subscription Billing Terms: Annually, based on 10 Months
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Startup Cost: One-Time cost due at signing **\$0.00**
Annual Subscription: Recurring cost **\$4,736.30**

Itemized Description	Unit Price	Qty	Mths	Total
Aesop Subscription - Employees needing replacement	\$1.30	324	10	\$4,212.00
Aesop Subscription - Employees not needing replacement	\$0.49	107	10	\$524.30

Amount Due at Signing (Startup Cost) \$0.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Cypress School District

Name: *Tim McLellan*
Signature: *[Signature]*
Title: *Assistant Superintendent*
Date: *12/2/15*

Frontline Technologies Group, LLC

Name:
Signature:
Title:
Date:

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms: 2015-2016 Aesop Contract

ADDITIONAL TERMS:

1. Subscription. Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's employee replacement system ("Aesop®") by Customer and those employees Customer registers on Aesop® as "Designated Employees."
2. Term. The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. Payment.
 1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Subscription set forth on the first page of this Agreement will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date. Frontline will render a detailed invoice, showing the Subscription item unit price multiplied by the quantity, as set forth on the first page of this agreement. This will be multiplied by the number of months remaining in Customer's school year, prorating any partial months, to yield the actual annual subscription (the "Actual Annual Subscription"). There will be no charge for summer usage. The quantities of any annual subscription item of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of employees change significantly during Startup or during the school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 3. Before the start of the school year, Frontline will calculate the Subscription by multiplying the actual employees entered into Aesop® by the applicable Subscription item unit price, as amended from time to time. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
4. Aesop® Assistance. Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of Aesop®, and (b) ongoing telephone assistance regarding the use of Aesop® during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday; but: (i) all telephone assistance rendered by Frontline shall only be to Customer's Aesop® Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Aesop®.
5. Aesop® Operation. Customer acknowledges and agrees that it must properly enter data and information onto Aesop® in order for Aesop® to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on Aesop®. Frontline makes no representation or warranty of any kind as to the availability, promptness, or reliability of any substitute employee actually contacted by Aesop®.
6. Aesop® Administrator. At all times, Customer must have an employee who has obtained Aesop® administrator certification training from Frontline and who is certified by Frontline as an Aesop® administrator ("Aesop® Administrator"). If the Aesop® Administrator ceases to serve as such, Customer shall promptly and at its expense have a new employee obtain Frontline Aesop® administrator certification and be designated as an Aesop® Administrator.
7. Vacancies. Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
8. Subscription Restrictions.
 1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Aesop® Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of Aesop® by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
 4. Information regarding Customer's employees acquired by Frontline shall be confidential. Aggregated data not relating to individual employees of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
9. Integration. In the event Customer integrates Aesop and a third-party product or service, whether with or without Frontline's Assistance, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
10. Limitation of Liability.
 1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF Aesop®, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
11. Termination.
 1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Frontline by Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
 2. Frontline may terminate this Agreement for any breach by Customer.
12. Public Disclosure. Customer grants to Frontline the right to publicly disclose the fact that Customer is using Aesop®, for Frontline's advertising and other promotional purposes.
13. Copyright and Trademarks. All intellectual property pertaining to Aesop®, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
14. Entire Agreement. This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.