

Table of Contents

6.08.2020 Agenda Addendum

Trane Agreement

7 Mindsets Quote

Resolution (Graduation Ceremony)

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, JUNE 8, 2020, 7:00 P.M.

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

<http://meet.google.com/hak-ewcq-hvk>

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

+1 337-466-9183
PIN: 370 869 949#

AGENDA ADDENDUM

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

2. Resignations

- g) Erin O'Shaughnessy, Certified Teacher, resignation eff. 8/16/2020
- h) Christa Halicki, Varsity Boys Tennis Coach (supplemental contract)

B. ACTION CONSENT ITEMS

- 21. Recommendation to approve the Scheduled Service Agreement between Trane and the Wadsworth City School District Board of Education for the period of July 10, 2020 through July 9, 2021
- 22. Recommendation to approve the 7 Mindsets Quote, which includes the 7 Mindsets Subscription Agreement, 7 Mindsets Terms of Use and the 7 Mindsets Privacy Policy

C. ACTION ITEM

- 2. Recommendation to approve the Resolution Requesting the Suspension of the 10-Person Mass Gathering Restriction Applicable to Ohio Public High School Graduation Ceremonies to Permit the Conducting of Traditional High School Graduation Ceremonies in June, 2020 to Honor the Class of 2020 in Accordance with Plans Prepared by the School District and Approved by the Local Health Department Having Jurisdiction Therefor

Agenda Detail

VI. Administrative Items

B. ACTION CONSENT ITEMS

21. **Trane Scheduled Service Agreement:** The Scheduled Service Agreement between Trane and the Wadsworth City School District Board of Education for the period of July 10, 2020 through July 9, 2021 being recommended for approval will allow for scheduled service of the HVAC equipment and controls at Isham, Overlook and Valley View Elementary Schools.
22. **7 Mindsets:** The 7 Mindsets Quote, which includes the 7 Mindsets Subscription Agreement, 7 Mindsets Terms of Use and the 7 Mindsets Privacy Policy, being recommended for approval will allow for Central Intermediate School and Wadsworth Middle School to continue using the 7 Mindsets social emotional learning curriculum during the 2020-2021 school year.

C. ACTION ITEM

2. **Class of 2020 Commencement Resolution:** The Resolution Requesting the Suspension of the 10-Person Mass Gathering Restriction Applicable to Ohio Public High School Graduation Ceremonies to Permit the Conducting of Traditional High School Graduation Ceremonies in June, 2020 to Honor the Class of 2020 in Accordance with Plans Prepared by the School District and Approved by the Local Health Department Having Jurisdiction Therefor being recommended for approval will allow for the said resolution to be sent to Governor DeWine, Director of Health Amy Acton and State legislative representatives of this District. The resolution requests suspension of the ten (10) person mass gathering rule for graduation ceremonies and details a process that involves the local health department to ensure proper social distancing and other safety measures are followed.

As previously communicated, while commencement was moved from May 24 to June 28, 2020 with the hope that conditions would allow for a traditional graduation ceremony, the Director of Health recently extended the ten (10) person or less mass gathering rule until July 1. Provided the said Order remains in place and no other Order is passed regarding commencement ceremonies, our school district will utilize our back-up plan commencement ceremony on June 28. The back-up plan, which was selected by a vote of graduating seniors from two (2) options given approval by the Medina County Health Commissioner, involves the commencement ceremony being held in the Wadsworth High School student parking lot, with graduates and families in their car. Each graduate would be permitted to get out of his/her car to receive his/her diploma and take a picture.

To be clear, the only way we will be able to hold a traditional commencement ceremony on June 28, following social distancing requirements, is if the Director of Health and Governor take the action the said resolution is requesting and our

resulting plan for the traditional commencement ceremony is approved by the Medina County Health Commissioner .



TRANE

SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
9555 Rockside Rd.
Valley View, OH 44125-4276

Company Name

Wadsworth City Schools
524 Broad St.
Wadsworth, Ohio 44281

Trane Representative

Megan Phillips
Office: (216) 654-1000

Proposal ID

2809389

Sites Included:

Isaac Memorial Elementary
Overlook Elementary
Valley View Elementary

Service Contract Number

TBD

IR Ingersoll Rand



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EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliably.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

Trane procedures for handling refrigerant are compliant with federal and state regulations.

All Trane technicians follow documented processes ensuring uniform service delivery.

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



TRANE

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SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.

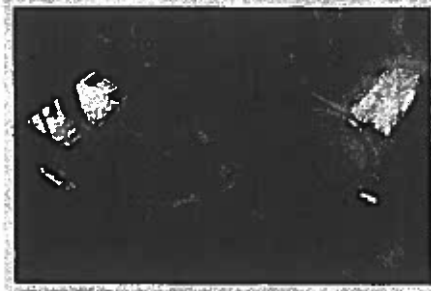
Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.



When a customer has *all* their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs



Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



HVAC EQUIPMENT COVERAGE

Wadsworth City Schools

The following "Covered Equipment" will be serviced at Isham Memorial Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
ClimateChanger Air Handler	4	Trane	TBD	TBD	TBD
CGAM Chiller	1	Trane	TBD	TBD	TBD
Boilers	2	Cleaver Brooks	TBD	TBD	TBD
Hot Water Pumps	2	TBD	TBD	TBD	TBD
VAV Boxes	48	TBD	TBD	TBD	TBD
Variable Frequency Drives	8	Danfoss	TBD	TBD	TBD
Unit Heaters	6	TBD	TBD	TBD	TBD
Controls	1	Trane	TBD	TBD	TBD

The following "Covered Equipment" will be serviced at Overlook Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
ClimateChanger Air Handler	4	Trane	TBD	TBD	TBD
CGAM Chiller	1	Trane	TBD	TBD	TBD
Boilers	2	Cleaver Brooks	TBD	TBD	TBD
Hot Water Pumps	2	TBD	TBD	TBD	TBD
VAV Boxes	48	TBD	TBD	TBD	TBD
Variable Frequency Drives	8	Danfoss	TBD	TBD	TBD
Unit Heaters	6	TBD	TBD	TBD	TBD
Controls	1	Trane	TBD	TBD	TBD

The following "Covered Equipment" will be serviced at Valley View Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
ClimateChanger Air Handler	4	Trane	TBD	TBD	TBD
CGAM Chiller	1	Trane	TBD	TBD	TBD
Boilers	2	Cleaver Brooks	TBD	TBD	TBD
Hot Water Pumps	2	TBD	TBD	TBD	TBD
VAV Boxes	48	TBD	TBD	TBD	TBD
Variable Frequency Drives	8	Danfoss	TBD	TBD	TBD
Unit Heaters	6	TBD	TBD	TBD	TBD
Controls	1	Trane	TBD	TBD	TBD



SCOPE OF SERVICE

Mechanical Equipment and Controls Scope of Service

Service: Climate Changer Inspection (3x per year)

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Lubricate as Needed
- Check Coil
- Fan Belt Inspection and Change as Needed
- Check Filters and Change as Needed
- Supply Fan and Motor Inspection
- Condensate Inspection
- Check Pulleys
- Check Economizer
- Check Condensate Trap and Pan
- Return Unit to Normal Operation
- Fan Belt Inspection

Service: CGAM Chiller Inspection (3x per year including coil cleaning)

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Meg Compressor Motor(s)
- Clean Unit
- Clean Control Panel Interior
- Verify Compressor Operation
- *Compressor Oil Level Check- Air-Cooled Scroll
- *Oil Analysis - Air-Cooled Scroll
- *Strainer Maintenance - BPHE Units
- Inspect Piping - CGAM
- *TechView/KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- *Run Service Report From TechView
- Log Unit

Service: CGAM Chiller Coil Cleaning and Inspection

- Customer Notification
- Initial Site Safety Inspection
- Electrical Inspection



- Verify Proper Operation
- Lock Out Tag Out (Standard)
- Coil Cleaning Solution
- Return Unit to Normal Operation

***Service: Boiler Seasonal Start Up (1x per year)**

- Water Boiler Maintenance Safety Check
- Burner Safety Inspection Water Boilers
- Boiler External Inspection for Water Boilers
- Seasonal Start Up (Boiler)
- Log Boiler

***Service: Pump Maintenance (2x per year)**

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Electrical Inspection
- Verify Proper Operation
- Pump Maintenance
- Adjust Packing Seal
- Log Pump

Service: Variable Air Volume Unit Maintenance (3x per year)

- Visually Inspect Unit
- Lubricate as Needed
- Check Belt Alignment and Change as Needed
- Check Filters and Replace as Needed
- Log Unit

***Service: Drive Maintenance (3x per year)**

- Variable Frequency Drive Maintenance
- Visually Inspect Unit
- Lubricate as Needed
- Check Coil
- Check Blower
- Check Actuator
- Check Controls
- Log Unit

***Service: Controls System Analysis and Review (4x per year)**

- Trane System Controller and Communication Inspection
- Trane System Back-Up
- Trane System Controller SW Service Pack/Patch
- Verify System Trane Software Configuration & Programming
- Customer Review Meeting
- Verify Proper Operation
- Log Control Unit



PRICING AND ACCEPTANCE

Scott Larch and Gabe Tudor
Wadsworth City Schools
524 Broad St
Wadsworth, Ohio 44281

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Isham Memorial Elementary

HVAC Equipment	\$9,100.00
Trane Controls	\$2,750.00
Merv 8 Filters @ each inspection	Included

Overlook Elementary

HVAC Equipment	\$9,100.00
Trane Controls	\$2,750.00
Merv 8 Filters @ each inspection	Included

Valley View Elementary

HVAC Equipment	\$9,100.00
Trane Controls	\$2,750.00
Merv 8 Filters @ each inspection	Included

Each School Total for HVAC Equipment and Controls.....\$11,850.00



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Contract Year	HVAC Equipment & Controls	Payment USD	Payment Term
Year 1	\$35,550.00	\$35,550.00	Annual

☐ **Service Fee Discount.** A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning July 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

~~Following expiration of the initial term on June 30, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 9555 Rockside Rd Valley View, OH 44125-4276.~~

Renewal Pricing Adjustment

~~The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.~~

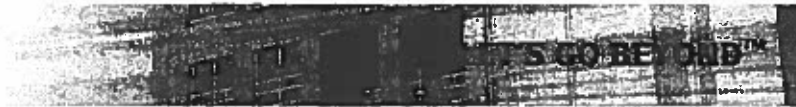
Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).



CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc

Authorized Representative

Submitted By: Megan Phillips

Printed Name

Proposal Date: May 20, 2020

Title

Office: (216) 654-1000

License Number: 47248

Purchase Order

Authorized Representative

Title

Signature Date

Acceptance Date

Michael Bryan, Area GM

6/8/20

The Initial Term of this Service Agreement is 1 years, beginning July 1st, 2020.
Total Contract Amount: \$ \$35,550.00

5/21/2020

TERMS AND CONDITIONS

- use terms pricing
as per 5/29/2020
M 6/8/20

"Company" shall mean Trane U.S. Inc.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary



access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services of Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pipe, panels, duct work; piping; hydraulic, hydrolic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/laborer, or performing special tests recommended or required by insurance companies or other federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstatement of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/laborer portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are contemporaneous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective parts, at its option and to correcting any labor/laborer improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT

W3 6/11/20



(INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE OF THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises for the presence of Hazardous Materials.

14. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CS
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

15. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. **General.** Except as provided below, to the maximum extent permitted by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. **U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" supplies and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-39; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything hereunder notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors and assigns: (1) hereby

NS 6/8/20



provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and proper (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to jurisdiction, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court pertaining to directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, entered into in accordance with its terms.

1-28.130-7 (0919)
Supersedes 1-28.130-7 (0415)

MS 6/8/20



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



TRANE



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

YOUR ASSIGNED TEAM

You will have a consistent group of employees dedicated to your account. The individuals assigned to your Trane team possess deep professional knowledge and advanced technical skills in HVAC equipment and mechanical systems, controls and building automation systems, heating, refrigeration and airside systems. They will become familiar with your systems. And you'll gain a greater sense of security knowing that a limited number of vetted employees have access to your facility.



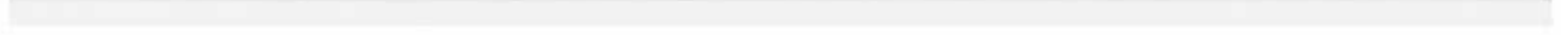
ACCOUNT MANAGER
MEGAN PHILLIPS
216 654-1000



AREA SERVICE MANAGER
JON MARSCO
216 654-1000



24 HOUR SERVICE
216 654-1001



"Company" shall mean Trans U.S. Inc. the Trans for Company performance in the United States and Trans Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") or equipment listed in the Proposal (the "Covered Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

3. Cancellation by Customer Prior to Services: Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. **Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. **Service Fees and Taxes.** Fees for the Services (the "Service Fees") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorney's fees) incurred by Company in attempting to collect amounts due.

6. **Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all such "working capital" fees imposed by Company in compliance to collect accounts due or otherwise avoided. *See terms and conditions.*

7. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other liquidation of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

3. Performance. Company shall perform the Services in accordance with the industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Consequently, it is not time for any claims, damages, losses, or expenses, arising from or related to work done by or on behalf of Company or its employees, agents, or subcontractors, employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could reasonably be expected to be property of put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trans for services, repairs, and/or replacements performed by Trans at Customer's request beyond the scope of Services or otherwise excluded under the Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/expense and prices for materials. Prior to Trans performing the additional services, repairs, and/or replacements, Customer must request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

8. **Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

18. **Exclusion.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

11. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/expense portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are contemporaneous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/expense. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, damages, losses, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; and of its failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANT. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR DELAY THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, suits, expenses, damages and losses, including reasonable attorney's fees, resulting from death or bodily injury or damage to real or personal property, in the course of or arising out of the performance of the Services, whether or not caused by the negligence of the indemnifying party, and/or the negligence, express or implied, of the indemnitee, in the course of or arising out of the performance of the Services. Neither party shall indemnify the other for claims, damages, losses, or expenses, or liability for damages, arising out of the scope of the Services. If the parties are both at fault, the obligation to indemnify shall be proportionate to the fault of each party. The duty to indemnify and hold harmless shall survive the termination or expiration of this Agreement, with respect to any claims based on facts or events that occurred prior to termination or expiration of this Agreement.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATED OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and expenses, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

15. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's master/slave additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, the

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Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services rendered to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic infections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has occurred. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as announced and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement constitutes all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereto. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A duly executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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18. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-350; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B in the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Contracts.

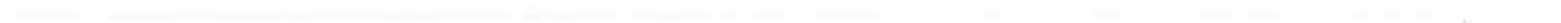
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The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial supplies and that are contained in FAR 52.212-6(e)(1). Company complies with 52.219-6 or 52.219-8 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-6; 52.222-26; 52.222-36; 52.222-38; 52.227-44. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to a subsequent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written information and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

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20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns, (i) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any other tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)
Supersedes 1-10.48 (0514)



Quote Number 00001345

Quote Date 4/21/2020

Expiration Date 6/30/2020

Prepared By Caroline King

Email caroline@7mindsets.com

CONTACT INFORMATION

Contact Name Joanne Gahan

Email jgahan@wadsworthschools.org

Prepared For: Central Intermediate School (Wadsworth, OH)

Billing Address 151 Main St
Wadsworth, OH 44281
US

Notes

Quote Notes: Year 2

Terms

License Start Date 7/1/2020

License End Date 6/30/2021

Subscription Terms 5 Year

Payment Terms Net 15

Product	Product Description	List Price	Sales Price	Quantity	Total Price
School Site License (Renew)	Full Access 7 Mindsets Online Resources and Curriculum	\$7,000.00	\$5,000.00	2.00	\$10,000.00
Subtotal		\$10,000.00			
Grand Total		\$10,000.00			

License applies to the following School(s) or Group(s)

License Accounts: Central Intermediate & Wadsworth

Product Terms & Definitions

License Terms

License to 7 Mindsets Online Portal *means* access to all Student and Educator Curriculum (Self-Paced, and Facilitated Group Modules), Resource Hub, Leadership Zone, Parent Resources, and all supporting materials.

7 Mindsets online portal may be accessed at www.7mindsetsportal.com. Renewal notification details will be sent sixty (60) days prior to License End Date. Invoices will be generated within thirty (30) days of License End Date.

License delivered pursuant to License Start and End Dates listed in the above terms.

Professional Development Terms

7 Mindsets Professional Development means Onsite and/or Virtual Training and Implementation Services. Scope and delivery date(s) to be determined during initial discovery process, unless previously agreed upon and referenced in Notes section above.

Complete License Terms and Conditions may be found in the Master Subscription Agreement at 7mindsetsportal.com/agreement.pdf

Purchasing Terms & Approval

Purchase Orders (PO) may be sent directly to orderprocessing@7mindsets.com or faxed to (678) 550-9750.
If applicable, please include current tax exempt form.

If a Purchase Order (PO) is **NOT** required, please *Sign Below* and an invoice will be generated and sent via email.

Invoice Instructions

School or District:

Attention:

Special Instructions (Reference PO or Requisition Number, etc):

Email:

Customer Approval

Upon signature by Customer and submission to orderprocessing@7mindsets.com, the Customer acknowledges and accepts the terms of this order, pricing, applicable training dates and deliverables. All billing pertaining to this order form will contain the pricing and payment terms listed above.

Printed Name

Title

Signature

Date

7 Mindsets Subscription Agreement

SUBJECT TO THESE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS, 7 MINDSETS AND CUSTOMER WISH TO ENTER INTO THIS AGREEMENT PURSUANT TO WHICH 7 MINDSETS WILL DELIVER THE MINDSET ACADEMY CLASSROOM PORTAL AS SPECIFIED IN MORE DETAILS ON AN ORDER FORM OR PRICE QUOTE (TOGETHER, THE "AGREEMENT").

1. DEFINITIONS.

"Authorized Users" means individuals who are authorized by Customer to use the Mindset Academy Classroom Portal for which Customer has paid a subscription fee and who have been supplied log in credentials by Customer or by Us at Customer's request. Authorized Users may include but are not limited to Customer employees, parents, consultants, contractors and agents whom Customer permits to access and use the Service subject to these Terms and Conditions as well as subject to the 7 Mindsets Terms of Use and 7 Mindsets Privacy Policy which can be found [here](#) and [here](#) respectively.

"Service" means the online, mobile and Web-based applications of the Mindset Academy Classroom Portal found at www.7mindsetsacademy.net and all content in the Portal including designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") provided by 7 Mindsets for access by the Authorized Users via a unique code provided to the Customer as part of this Agreement.

"Customer" "You" or "Your" means the School, School District, or other legal entity on whose behalf you are accepting this Agreement and purchasing a subscription to the Service.

"Customer Data" means the first name, last name, user name, passwords, or other log-in information used to access the Service. Customer Data may also include any data which may be uploaded or submitted into the Service by Authorized Users.

"License Start Date" means July 1st of the current calendar year or the date otherwise indicated as the License Start Date on the applicable Order Form or Quote.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" or "Quote" means the ordering documents between the Customer and 7 Mindsets, which set forth, at a minimum, (i) the Subscription Term purchased (1 year, 3 year or 5 year and whether pre-paid or paid annually); (ii) the quantity of licenses provided with the Subscription (number of Authorized Users/classrooms/school buildings/district-wide permitted to access the Service); and (iii) the price of the Service purchased subject to these Terms and Conditions as well as any exhibits, addendum, or attachments to such Order Forms. By way of example, an Order Form may take the form of a Price Quote signed by the Customer or a Purchase Order submitted to 7 Mindsets by the Customer. In any case, the applicable Order Forms shall be incorporated herein by reference.

"Subscription Term" means the number of years purchased by the Customer beginning on the License Start Date as set forth in the applicable Order Form or Quote. By way of example only, a 1-year Subscription Term will run from July 1 in the current calendar year through June 30th of the following calendar year unless otherwise set forth in the applicable Order Form or Quote.

"7 Mindsets," "We," "Us" or "Our" means 7 Mindsets LLC as described in Section 9 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

2. MINDSET ACADEMY CLASSROOM PORTAL LICENCE AND ENTITLEMENTS.

Subject to the Terms and Conditions of this Agreement, 7 Mindsets grants to Customer a non-exclusive, non-transferrable, non-sublicensable license to permit Authorized Users to access and use the Service during the Term. The number of licenses to which you are entitled and the applicable fees payable to 7 Mindsets will be specified in the Order Form. Customer agrees that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features of the Service.

3. USE OF THE SERVICE.

3.1 Customer shall: (i) comply with the 7 Mindsets Terms of Use [here](#) and 7 Mindsets Privacy Policy [here](#) both of which are incorporated by this reference in this Agreement; (ii) provide accurate account information with respect to its Authorized Users to 7 Mindsets and promptly report any changes to such information; (iii) maintain the confidentiality and security of Customer's account information; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and keep all log-in information strictly confidential, and notify Us promptly of any unauthorized access or use; (v) have an appropriate privacy and data security policy in place and comply with said policy (including the requirements of the Family Educational Rights and Privacy Act ("FERPA")); (vi) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations; and (vii) ensure that each of its Authorized Users complies with the foregoing.

3.2 Customer shall not, except as expressly authorized or directed by 7 Mindsets, (i) share the unique Customer code allowing access to the Service with anyone other than Authorized Users; (ii) copy, modify, translate, or distribute the Service; (iii) decompile, disassemble, or otherwise reverse engineer the Service or otherwise use the Service to develop functionally similar products or services; (iv) modify, alter or delete any of the copyright, trademark, slogan, or other proprietary notices in or on the Service; (v) sell, resell, rent or lease the Service or use the Service for the benefit of any third party; (vi) use the Service to store or transmit Malicious Code; (vii) attempt to gain unauthorized access to the Service or their related systems or networks; or (viii) permit any Authorized Users or third party to do any of the foregoing.

4. FEES AND PAYMENT.

4.1. Fees. In consideration of the Service provided hereunder, Customer shall pay all fees specified in any Order Forms between the Customer and 7 Mindsets. Except as specified herein or in an Order Form, (i) fees are based on number of Authorized Users/classrooms/school buildings/district-wide licenses purchased (as indicated on the Order Form) and not actual usage of the licenses; (ii) with the exception of any non-appropriation as outlined in clause 8.2 and other rights of termination as specified in clause 8, payment obligations are non-cancelable and non-refundable; (iii) fees are payable annually in advance, and (iv) the number of licenses purchased cannot be decreased during the relevant Subscription Term stated on the Order Form.

4.2. Invoicing and Payment. Unless otherwise stated in the Order Form or unless otherwise agreed between you and 7 Mindsets in writing, Customer will pay to 7 Mindsets, the fees specified in the Order Form within thirty (30) days of the date of invoice. If you purchased a multi-year subscription payable annually, unless otherwise specified in the Order Form or unless otherwise agreed between you and 7 Mindsets, 7 Mindsets will automatically invoice you thirty (30) days prior to the anniversary of your License Start Date. You are responsible for maintaining complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Fees are subject to any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to sales, use or withholding taxes, assessable by any local, state, or federal jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. Suspension of Service. If any amount owing by You under this or any other agreement for the Services is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Your use of the Service until such amounts are paid in full.

5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. The Service is a subscription product that is licensed to the Customer not sold outright to the Customer. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Service and all materials contained in the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Ownership of Customer Data. As between Us and You, except for your co-operation and the rights granted to 7 Mindsets for the purpose of offering the Service as more fully detailed in the 7 Mindsets Terms of Use, 7 Mindsets has no ownership interest in any Customer Data and will not share, disclose, or disseminate any personally identifiable Customer Data with any third parties without the express permission of the Customer. See 7 Mindset's Privacy Policy located [here](#) for more information about our privacy and security practices with respect to personally identifiable information.

6. WARRANTIES AND DISCLAIMERS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY 7 MINDSETS. 7 MINDSETS EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WITHOUT LIMITING THE FOREGOING, 7 MINDSETS GIVES NO WARRANTY THAT THE SERVICE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY 7 MINDSETS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF 7 MINDSETS'S OBLIGATIONS HEREUNDER, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. LIMITATION OF LIABILITY.

7.1. Limitation of Liability. IN NO EVENT SHALL 7 MINDSETS BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ADDITIONALLY, 7 MINDSETS SHALL NOT BE LIABLE FOR DAMAGES FOR LOST DATA OR ANY OTHER INDIRECT DAMAGES EVEN IF 7 MINDSETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 7 MINDSETS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER HEREUNDER IN THE PRIOR 12-MONTH PERIOD. 7 MINDSETS WILL NOT BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES ANY APPLICABLE LAW OR REGULATION. The limitation of liability set forth in this Section 7 shall not apply to (i) liability resulting from 7 Mindsets' gross negligence, fraud, or willful misconduct and (ii) death or bodily injury resulting from 7 Mindsets' negligent acts or omissions.

8. TERM AND TERMINATION.

8.1. Term of Agreement. Customer's licenses and these Terms and Conditions will be in effect from the License Start Date through the duration of the Subscription Term specified in the Order Form and may be renewed or extended by mutual agreement of 7 Mindsets and the Customer.

8.2. Early Termination. Either party may terminate the subscription for cause if the other party (or in the case of 7 Mindsets, an Authorized User of the Customer) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within thirty (30) days of its receipt of written notice of such breach. Non-payment of Subscription Fees and a breach of any provision of clause 3 shall be considered a material breach.

Customer may terminate the subscription at any time and for any reason as follows:

8.2.1 In the event Customer's subscription is a multi-year subscription payable over multiple years, Customer may terminate their subscription by giving notice of termination in writing to 7 Mindsets at least 30 days prior to the anniversary of the License Start Date. In such event, Customer will not be required to pay the remainder of the license fees, however, Customer is not entitled to a refund of previously paid license fees.

8.2.2 If the Customer purchased a 1-year subscription or pre-paid for a multi-year subscription, Customer may terminate their subscription at any time, however, the Customer will not be entitled to any refund of previously paid subscription fees.

To the extent that 7 Mindsets suspends or terminates the Service for more than ninety (90) consecutive days:

8.2.3 Customer may terminate their subscription and such Customers will be refunded a prorated share of the current annual subscription fee as well as any fees which Customer pre-paid for future years.

8.3 Effect of Termination. Upon termination for any reason by either party,

8.3.1 Customer will (i) cease using the Service; (ii) ensure that any Authorized Users cease using the Service; (iii) return or destroy all materials

provided by 7 Mindsets; (iv) pay 7 Mindsets any fees due and owing hereunder; and (v) not be entitled to a refund of any fees previously paid.

8.3.2 7 Mindsets will (a) disable the unique Customer code provided to the Customer to access the Service; and (b) destroy or de-identify any personally identifiable information provided to 7 Mindsets by the Customer in accordance with the 7 Mindsets Privacy Policy.

9. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION.

You are contracting with 7 Mindsets, LLC ("7 Mindsets"), a registered company in the United States located at 60 King Road, Roswell, Georgia 30075. Customer agrees that any dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise) and the validity, performance and interpretation of this Agreement will be governed by and construed in all respects under and subject to the laws of the State of Ohio, USA, and the exclusive jurisdiction of Medina County, Ohio.

10. GENERAL PROVISIONS.

10.1. Export Compliance. The Service or other technology and derivatives thereof that 7 Mindsets makes available to Customer under this Agreement may be subject to export laws and regulations of the United States. Each party shall comply with the export laws and regulations of the United States in providing and using the Service. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit any Authorized Users to access or use the Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

10.2. Anti-Corruption. Customer agrees that Customer has not sought, elicited, received or been offered any illegal or improper bribe, kickback, gift, or thing of greater than nominal value from any 7 Mindsets employees or agents in connection with this Agreement. Customer will use reasonable efforts to promptly notify Us if You learn of any violation of the above restriction.

10.3. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms and addenda thereto including any Statements of Work and these Terms and Conditions and the 7 Mindset Privacy Policy and 7 Mindset Terms of Use referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. No terms and conditions stated in any purchase order or other order documentation submitted by the Customer shall be incorporated into or form any part of this Agreement, and all such terms and conditions shall be null and void.

10.4. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Neither party may assign any of its rights or obligations hereunder, without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, 7 Mindsets may assign this Agreement in its entirety (including all Order Forms), without consent of the Customer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any provision of this Agreement, which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

7 Mindsets Terms of Use

Last Updated: 2019

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICE.

These Terms of Use (these "Terms") apply when you access or use the online, mobile and Web-based applications of the Mindset Academy Classroom Portal found at www.7mindsetsacademy.net (collectively, the "Service") provided by 7 Mindsets, LLC located at 60 King Street, Roswell, Georgia 30075 ("7 Mindsets"). These Terms do not change the terms or conditions of any other agreement you may have with 7 Mindsets for products, services, or otherwise, including, without limitation, the 7 Mindsets Subscription Agreement. If you are using the Service on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity's behalf, and that the entity agrees to be responsible to 7 Mindsets if you violate these Terms.

1. Changes to These Terms

7 Mindsets will not change any terms during your contract period without your prior approval.

2. Privacy Policy

Please refer to the 7 Mindsets Privacy Policy [here](#) for information about how 7 Mindsets collects, uses, and discloses information about users of the Service.

3. Accounts

To access and use the Service, you must register for an account using the unique Customer code provided to you by 7 Mindsets. If you register an account, you will (a) provide accurate, truthful, current, and complete account information; (b) maintain and promptly update your account information to keep it accurate, current, and complete; (c) maintain the security of your account; (d) promptly notify 7 Mindsets if you discover or otherwise suspect any security breaches related to the Services; and (e) accept all risks of unauthorized access to your account information and any other information you provide to 7 Mindsets.

4. Copyright and Limited License

Unless otherwise indicated, the Service and all content and other materials in the Services, including, without limitation, the 7 Mindset logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") are the proprietary property of 7 Mindsets or its licensors and are protected by United States and international copyright laws.

Notwithstanding any agreement you may have with 7 Mindsets that includes broader license rights to the Service or any 7 Mindsets Materials therein, you are granted a limited, non-exclusive, non-sublicensable, non-transferrable revocable license to (i) access and use the Service, (ii) download 7 Mindsets Materials that are expressly provided through the Service for download, and (iii) electronically copy (except where prohibited without a license) and print to hard copy parts of the 7 Mindsets Materials, but in each instance solely for your informational, noncommercial, and personal use or otherwise in accordance with a written agreement between you and 7 Mindsets. This license is subject to these Terms and, except as expressly permitted on the Services or under a separate written agreement between you and 7 Mindsets, you do NOT have the right to do any of the following: (a) sell, resell, or commercially use the Service or the 7 Mindsets Materials; (b) distribute, publicly perform, or publicly display any part of the 7 Mindsets Material; (c) publish or reproduce any part of the 7 Mindsets Material on the Internet or any external websites, networks, or servers; (d) modify or otherwise make any derivative uses of any part of the Service or the 7 Mindsets Materials; (e) use any data mining, robots, or similar data gathering or extraction methods; (f) download (other than via page caching) any part of the Service or the 7 Mindsets Materials that are not expressly provided by 7 Mindsets for download; or (g) use any part of the Service or the 7 Mindsets Materials for anything other than for their intended purposes. You will not obscure any copyright notices or other legends or notices appearing on any part of the 7 Mindsets Materials and will ensure that all permitted copies of the

7 Mindsets Materials contain the same copyright notice and other legends or notices that appear on the copies provided by 7 Mindsets or as otherwise may be instructed by 7 Mindsets. Any use of the Services or the 7 Mindsets Materials other than as specifically authorized by these Terms or in writing by 7 Mindsets is strictly prohibited and will terminate your license and Subscription to the Service and the 7 Mindsets Materials. Such unauthorized use also may violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

5. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, 7 Mindsets has adopted a policy of terminating, in appropriate circumstances and at 7 Mindsets' sole discretion, accounts of account holders who are deemed to be repeat infringers. 7 Mindsets also may, at its sole discretion, limit access to the Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6. Copyright Complaints

If you believe that anything in the Service infringes on any copyright you own or control, you may file a notification with 7 Mindsets' Designated Agent as set forth below:

Agent Designated to Receive Notification of Claimed Infringement: Attention CEO
Address to Send Notification: 60 King Street, Roswell, Georgia 30075
Telephone Number of Designated Agent: 678-873-3144
Facsimile Number of Designated Agent: 678-550-9750
Email Address of Designated Agent: info@7mindset.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification.

7. Trademarks

"7 Mindsets," "Mindset Academy," the 7 Mindsets logo, and any other 7 Mindsets product or service name or slogan contained in the Service are trademarks of 7 Mindsets and its licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of 7 Mindsets or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "7 Mindsets" or any other name, trademark, or product or service name of 7 Mindsets without 7 Mindsets' prior written permission. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, or trade dress of 7 Mindsets and may not be copied, imitated, or used, in whole or in part, without 7 Mindsets' prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by 7 Mindsets.

8. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the home page of the Service for noncommercial purposes, provided that (a) such link does not portray 7 Mindsets in a false, misleading, derogatory, or otherwise defamatory manner, and (b) the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use any 7 Mindsets logo or other proprietary graphic of 7 Mindsets to link to the Service without 7 Mindsets' express written permission. You may not, without 7 Mindsets' express written permission, use, frame, or utilize framing techniques to enclose 7 Mindsets' trademark, logo, or other proprietary information, including the images found in the Service, the content of any text, or the layout or design of any page or form contained on a page of the Service. 7 Mindsets makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of any third-party websites accessible via hyperlink or linking to the Service. These websites are not under the control of 7 Mindsets, and 7 Mindsets is not responsible for any embedded content or the contents of these websites, or any changes or updates to these websites. 7 Mindsets and its users may provide these links to you as a convenience, and the inclusion of any link does not imply any affiliation, endorsement, or adoption by 7 Mindsets of any site or any information contained therein. When you visit other websites via links or embedded content, you should

understand that these Terms no longer govern and that the terms and policies of those third-party websites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services.

9. Third Party Products and Services

7 Mindsets may provide information about or links to third-party products or services. 7 Mindsets does not control, endorse, or adopt any third-party information in the Service and makes no representation or warranties of any kind regarding third-party information in the Service, including, without limitation, regarding its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with these dealings, correspondence, or promotions, are solely between you and such third party. 7 Mindsets is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information in the Service. You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

10. No Unlawful or Prohibited Use

As a condition of your use of the Service, you warrant to 7 Mindsets that you will not use the Service for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Service, or any other agreement you may have with 7 Mindsets. You may not use the Service in any manner that could damage, disable, overburden, or impair the functioning of the Service or could interfere with, disrupt, negatively affect, or inhibit any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

11. Permitted Use of the Services

The Services may contain interactive areas or services ("Interactive Areas"), such as discussion forums, blogs, private messages, emails, or other interactive features or areas in which you or other users can create, post, transmit, or store content, including, without limitation, text, music, sound, photos, images, video, graphics, code, and other items or materials (collectively, "User Content"). User Content posted on Interactive Areas may be publicly viewable to others. You are solely responsible for your User Content and for your use of Interactive Areas, which you use at your own risk. You will use Interactive Areas only to post, send, and receive messages and material that are proper and related to the Interactive Areas. You will not post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the legal rights of any party, or otherwise create liability, or violate any local, state, national, or international law;
- User Content that is unlawful, libelous, indecent, inappropriate, profane, defamatory, infringing, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents;
- Viruses, corrupted files, or other harmful, disruptive, or destructive files;
- Unsolicited promotions, political campaigning, advertising, or solicitations, unless the applicable Interactive Areas specifically allow such messages;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and payment card information; or
- User Content that, in the sole judgment of 7 Mindsets, is objectionable or restricts or inhibits any other person from using or enjoying the Service, or may expose 7 Mindsets or 7 Mindsets' users to any harm or liability.

12. User Conduct

You are solely responsible for your conduct while accessing or using the Service and will not violate any law, contract, intellectual property, or other third-party right, or commit any tort in connection with your access to or use of the Service. You will abide by these Terms and will not do any of the following relating to the Service or its users:

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of the Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying any Interactive Areas;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Use or attempt to use any account you are not authorized to use;
- Harvest or otherwise collect information about others, including user names, e-mail addresses, or other contact information, without their consent or for sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by 7 Mindsets to access the Services or to extract data;
- Attempt to circumvent any content filtering techniques 7 Mindsets employs, or attempt to access any service or area of the Service that you are not authorized to access;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Service (except as otherwise expressly permitted by law);
- Attempt to indicate in any manner that you have a relationship with 7 Mindsets or that 7 Mindsets has endorsed you or any products or services for any purpose;
- Develop any third-party applications that interact with the Service without 7 Mindsets' prior written permission; or
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

7 Mindsets takes no responsibility and assumes no liability for (a) any User Content posted, stored, or uploaded by you or any third party; (b) any associated loss or damage; (c) any user conduct; or (d) any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. Your use of Interactive Areas is at your own risk. These Terms do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules. As a provider of interactive services, 7 Mindsets is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. 7 Mindsets has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Areas. Any use of the Interactive Areas or other parts of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

13. Rights in User Content

You represent and warrant that (a) the User Content is not confidential; (b) you own and control all the rights to the User Content that you post, or otherwise have the right to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

14. Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original, or creative materials or other information about 7 Mindsets, the Service, or 7 Mindsets' products or services (collectively, "Submissions"). Submissions, whether posted to the Service or provided to 7 Mindsets by email or otherwise, are nonconfidential and shall become the sole property of 7 Mindsets. 7 Mindsets shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

15. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY 7 MINDSETS, THE SERVICE AND 7 MINDSETS MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. 7 MINDSETS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND THE 7 MINDSETS MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY 7 MINDSETS, 7 MINDSETS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS YOUR RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 7 MINDSETS OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "7 MINDSETS PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES OR THE CONTENT CONTAINED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM 7 MINDSETS OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICES OR 7 MINDSETS' RECORDS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, [REDACTED]

[REDACTED] BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

17. Indemnification

You will be responsible for the following: (a) your use of the Service, (b) your conduct relating to the Service, (c) any User Content or Submissions you provide, (d) your violation of these Terms, and (e) your violation of the rights of another.

18. Termination; Modification to the Services

7 Mindsets reserves the right, without notice and in its sole discretion, to terminate your license to use the Service and to block or prevent your future access to and use of the Service. 7 Mindsets reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension, or discontinuance of the Services, or any part thereof. Upon termination of the Service for any reason, the license granted under Clause 4 of this Agreement also terminates including all use of the 7 Mindset Materials. To the extent that 7 Mindsets suspends or terminates the Service for more than ninety (90) consecutive days, Customer may terminate their subscription and such Customers will be refunded a prorated share of the current annual subscription fee as well as any fees which Customer pre-paid for future years.

19. Governing Law and Venue

To the maximum extent permitted by law, these Terms are governed by, and will be construed in accordance with and enforced by, the laws of the State of Ohio, U.S.A., without regard for its choice of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in Medina County, Ohio, U.S.A. in all disputes arising out of or relating to the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

20. No Waiver

Enforcement of these Terms is solely at 7 Mindsets discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of 7 Mindsets' right to enforce the same or other part of these Terms in other instances.

21. Severability

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

22. Questions or Comments

Questions or comments about the Service may be directed to 7 Mindsets at info@7mindsets.com or by mail at:
7 Mindsets, LLC
60 King Street
Roswell, Georgia 30075

7 Mindsets Privacy Policy

Last Updated: 2019

This privacy policy ("Privacy Policy") explains how information about you is collected, used, and disclosed by 7 Mindsets, LLC ("7 Mindsets," "we," or "us"). This Privacy Policy applies to information we collect when you use our websites, mobile applications, and other online products and services including the Mindset Academy Classroom Portal at www.7mindsetsacademy.net (collectively, the "Services"), when you interact with us on third-party sites where we have an official presence, or when you otherwise interact with us.

~~7 Mindsets will not change any rights you have regarding our privacy policy during your contract period without your prior approval.~~

1. What Information Do We Collect?

A. Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, participate in interactive features of our Services, fill out a form, make a purchase, communicate with us via a third party social media site, sign up for a contest or sweepstakes, request customer support, or otherwise communicate with us. The types of information we may collect include your name, email address, mailing address, phone number, job title, information about your school or organization, and any other information you choose to provide.

B. Information We Collect Automatically When You Use Our Services

When you access or use our Services, we automatically collect information about you, including:

- **Log Information:** We log information about your use of our Services, such as your Internet Protocol ("IP") address, the type of browser you use, the address of a referring website, and your activity with our Services.
- **Device Information:** We collect information about the computer or device you use to access our Services, including the operating system and version, and network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information, and this may include sending cookies to your computer or device. Cookies are small data files that are stored on your hard drive or in device memory that help us recognize users who have visited the Services previously and retain certain information, such as customer preferences and history. We also may collect information using web beacons (also called "tracking pixels"). Web beacons are electronic images that may be used in our Services or emails to help deliver cookies, count visits, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon. For more information about cookies and how to disable them, please see clause 5 below.

C. Information We Collect from Other Sources

We may also obtain information from other sources, such as mailing list providers, and combine that information with information we collect through our Services.

2. How Do We Use the Information We Collect?

We may use information about you for various purposes, including to:

- Provide, maintain, and improve our Services;
- Provide and deliver information, products, or services you request, and send your related information, such as confirmations and invoices;
- Send you technical notices, updates, security alerts, and support and administrative messages;
- Respond to your comments, questions, and requests (such as your copyright permission requests) and provide customer service;

- Communicate with you about products or services offered by 7 Mindsets, and provide other information and news we think will be of interest to you;
- Monitor and analyze trends, usage, and activities in connection with our Services
- Process and deliver contest or sweepstakes entries or prizes; and
- Carry out any other purpose for which the information was collected.

7 Mindsets is based in the United States, and the information we collect is governed by U.S. law. By accessing or using our Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S.

3. Collection of Personal Information about Children

The Services are intended for use by school educators and administrators. The 7 Mindsets Services are NOT intended to be used and accessed by children. 7 Mindsets does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for an event. If you are under 13, please do not attempt to register or send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age 13 may provide any personal information to 7 Mindsets. You should not be submitting any information about students or children while using the Services. If we learn that we have collected personal information from a child under the age 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at info@7mindsets.com.

4. What Information Do We Share with Third Parties?

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation, or legal process, or as otherwise required by any applicable law, rule, or regulation;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property, and safety of 7 Mindsets and others;
- In connection with, or during negotiations of, any merger, sale of organizational assets, acquisition of all or part of our business to another organization, reorganization, or in any other situation where your information may be transferred as one of the assets of 7 Mindsets; and
- With your consent or at your direction.
- We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

5. How Do Our Services Interact with Third Party Services?

We may use certain trusted third-party companies and individuals to help us provide, analyze and improve the Services, including but not limited to, data storage, maintenance Sites, database management, web analytics, payment processing and improvement of the Services' features. These trusted third parties may have access to your personal information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy. As of the date of this policy, we use Shopify, Inc., Amazon Web Services, MediaTemple, Google Analytics, and Pardot to provide some or all of these tasks. To learn more about the privacy policy of each of these third parties go to each of their websites.

6. What Steps Do We Take to Protect Your Information?

We take reasonable measures to help protect information about you from loss, theft, misuse, and unauthorized access, disclosure, alteration, or destruction.

A. Account Information

You may update, correct, or delete information about you at any time by logging into your online account, emailing us at info@7mindsets.com or contacting us by mail at the address provided below. If you wish to deactivate your account, please email us but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period.

B. Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Removing or rejecting browser cookies does not necessarily affect third party flash cookies used in connection with our Services. You may visit www.adobe.com/products/flashplayer/security for more information about deleting or disabling flash cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

C. Promotional Communications

You may “opt out” of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

7. How Can You Obtain Additional Information?

If you have any questions or comments about this Privacy Policy, please email us through our website or at info@7mindsets.com, or contact us by mail at

7 Mindsets, LLC
60 King Road
Roswell, Georgia 30075

The Board of Education of the Wadsworth City School District, Medina County, Ohio, met this day in regular session with the following members present:

Members: *

* presented the following resolution and moved its adoption.

A RESOLUTION REQUESTING THE SUSPENSION OF THE 10-PERSON MASS GATHERING RESTRICTION APPLICABLE TO OHIO PUBLIC HIGH SCHOOL GRADUATION CEREMONIES TO PERMIT THE CONDUCTING OF TRADITIONAL HIGH SCHOOL GRADUATION CEREMONIES IN JUNE, 2020 TO HONOR THE CLASS OF 2020 IN ACCORDANCE WITH PLANS PREPARED BY THE SCHOOL DISTRICT AND APPROVED BY THE LOCAL HEALTH DEPARTMENT HAVING JURISDICTION THEREFOR.

WHEREAS, the Ohio high school students of the Class of 2020 have successfully completed requirements necessary to earn their high school diplomas;

WHEREAS, these accomplishments constitute a major milestone in the lives of the students of the Class of 2020 which deserve full recognition, celebration and honor in the form of a traditional graduation ceremony;

WHEREAS, but for the prevailing orders of the Governor of the State of Ohio and State Health Department limiting mass gatherings to ten people, this Board believes it can conduct a duly-earned traditional form of graduation ceremony honoring its Class of 2020 in accordance with proper social distancing and safety measures in light of the current COVID-19 issues;

WHEREAS, in light of other gatherings, functions, businesses and activities as are currently permissible under the re-opening orders and guidelines of the State, a traditional high school graduation conducted under appropriate safety standards bears no difference than the other currently permissible gatherings, functions, businesses and activities that would support the continuance of the ten-person gathering restriction; and

WHEREAS, this Board delayed its 2020 graduation ceremony from May 24, 2020 to June 28, 2020 in the hopes that conditions would allow a traditional graduation ceremony, and this Board believes that such conditions now exist, especially given the allowable gatherings, functions, businesses and activities referred to in the immediately preceding recital hereto, and wishes to conduct a traditional graduation ceremony following appropriate health and safety protocols working in conjunction with the Medina County Health Department;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Wadsworth City School District, Medina County, Ohio, that:

Section 1. This Board hereby request Michael DeWine, Governor of the State of Ohio, and any related agency or department of the State, including Amy Acton, Director of the Ohio Department of Health, to remove the current restriction of mass gatherings of a ten-person limit as it applies to traditional graduation ceremonies to be held by Ohio public school districts, effective immediately, to allow the conducting of a traditional graduation ceremony for the Class of 2020 in the month of June 2020, so long as the Ohio public school district prepares and provides an appropriate plan approved by the county health department having jurisdiction therefor to conduct such graduation ceremony in accordance with appropriate health and safety measures as they relate to COVID-19.

Section 2. This Board hereby directs the Superintendent of this District to deliver a copy of this Resolution to the Governor of the State of Ohio, the Director of the Ohio Department of Health, with copies to the State legislative representatives of this District, immediately upon its adoption.

Section 3. This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of Education, and that all the deliberations of this Board of

Education and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

** seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES":

"NAYS":

Resolution adopted,
Douglas Beeman, Treasurer, Board of Education
Wadsworth City School District, Ohio

TREASURER'S CERTIFICATION

I, Douglas Beeman, the duly appointed Treasurer of the Board of Education of the Wadsworth City School District, Ohio, do hereby certify that this is a true and accurate copy of a resolution adopted by said Board on June 8, 2020.

WITNESS my hand this 8th day of June, 2020, in Wadsworth, Ohio.

Douglas Beeman, Treasurer
Board of Education
Wadsworth City School District, Ohio