



Bullseye, LLC
7956 Shoshone Street
Denver, CO 80221

PREPARED FOR

Name: **Craig Woods**
Title: **Superintendent**
Email: **cwoods@isd221.net**
Customer: **EMMETT INDEPENDENT SCHOOL DISTRICT**

FEES FOR SERVICES

Products	Annual Subscription
District Coaching & Walkthrough Package	\$11,000
Limited Budget Discount	\$2,300
Total Annual Subscription Cost	\$8,700

Package Includes:

Software Access Across All Devices for Customer for SY23-24 & SY24-25
-Admin Accounts for all Admin
-Teacher Accounts for all Teachers

Quick Start Implementation

-Creation of the Customer's school(s) & users with:
-Customized objectives & frameworks
-Customized training for Customer's use case

Ongoing Support

-Support via email, text, phone and video conference

TERM LENGTH: SY23-24 & SY24-25

The Term of this Agreement starts on the effective date of this agreement and ends at the end of the Customer's 2024-2025 school year. At the end of the 2024-2025 school year, this Order Form will renew in accordance with the Terms & Conditions.

PAYMENT TERMS

All Fees will be billed Annually in advance and are due within thirty (30) days of invoice receipt.

The second invoice for school year 2024-2025 will be due within thirty (30) days of 7/1/2024.

250-656-314-000-081

PREPARED BY BULLSEYE, LLC

Jake Szabo
Chief Operating Officer

jake.szabo@bullseyeedu.com

914.275.7073

Master Service Agreement

This Master Services Agreement (“Agreement”), dated the last date below, is by and between Bullseye, LLC (“Company”) and the undersigned customer (“Customer”). This Agreement consists of (i) one or more Order Forms and (ii) the following Terms & Conditions. To the extent of any conflict between the Order Form(s) and the Terms & Conditions, the Order Form(s) shall prevail.

Terms & Conditions. These Terms & Conditions are incorporated in and made part of the Master Services Agreement between Bullseye, LLC (“Company”) and the applicable customer (“Customer”), and govern the Company’s services that are expressly identified in one or more order forms (each, an “Order Form”) execute by both parties (“Services”).

Services. Subject to the terms and conditions herein, Company will provide to Customer the Services during the Term. Customer may use the Services solely for its internal business and educational purposes and Customer will permit access and use of the Services only by Customer’s authorized representatives and students expressly permitted under the applicable Order Form (“Permitted Users”). Customer is solely responsible for (a) configuring the Services, (b) internet access, hardware and third party software necessary to use the Services, (c) acts and omissions of Permitted Users, (d) granting and managing access to the Services, and (e) all Customer Data, curriculum, frameworks, materials, technology, documents, content and any other information uploaded, installed, stored, transmitted, communicated through or otherwise used in connection with the Services.

Restrictions. Neither Customer nor Permitted Users will (a) modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Services, (b) copy the Services or use the Services to create a competitive or similar service, (c) sell, rent, lease, sublicense, loan, or otherwise transfer rights to or allow any use of the Services by any third party, (d) remove or alter any trademark, copyright or other proprietary notices in the Services; or (e) upload, install, store, transmit or communicate through the Services any information, data or content that violates any law, rule, regulation or policy, any agreement or license or any third party’s privacy or intellectual property rights.

Customer Data. All Customer data and information, including any school, parent, student, administrator, teacher, professional and other Customer information (“Customer Data”) shall remain the property of Customer, and Customer grants to Company a license to use Customer Data solely for (a) providing the Services, (b) performing this Agreement and (c) anonymizing and aggregating Customer Data with other customer data solely to analyze use of the Services.

Intellectual Property. Company exclusively owns and retains all intellectual property rights and all other rights, titles and interests in and to the Services, including, without limitation, all software, content, designs and documentation incorporated and provided through the Services. Nothing herein is an assignment or transfer of rights to Customer. Customer agrees that any intellectual property rights arising from feedback regarding the features and functionality of the Services hereby are assigned to Company. Customer agrees that Company may reference Customer as a customer of the Services.

Confidentiality. Each party will keep the other party’s non-public information confidential and not use such information for any purpose other than performance of this Agreement. Information already lawfully in the receiving party’s possession from another source or developed independently by such receiving party is not restricted under this Agreement. If, by governmental order or rule, a party is required to disclose information to the other party, the parties will cooperate to restrict disclosure to the extent permitted by law.

Laws. Each party will comply with all applicable laws, rules and regulations in performing its obligations and exercising its rights under this Agreement.

AMOUNT ACTUALLY PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

General. The parties are independent contractors, not agents or partners. To be effective, any waiver or amendment must be in writing and executed by the applicable party or parties. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue in effect and the parties will replace the invalid provision with a new provision that matches the original intent. Neither party will be responsible for performance of its obligations hereunder when hindered by events beyond its reasonable control. Any notice under this Agreement must be in writing and transmitted to the applicable party as set forth on the applicable Order Form and will be effective upon personal delivery, the following business day, if sent by reputable overnight courier, or if sent by email or fax, only if and when the receiving party acknowledges receipt. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without giving effect to conflict of laws principles, and for any claim, dispute or controversy, each party irrevocably submits and consents to the exclusive jurisdiction and convenient forum of the state and federal courts located in Denver, Colorado. Neither party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party; provided, Company may assign this Agreement to a successor or third party that acquires substantially all of the assets or equity of Company. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one legal instrument. Facsimile, scanned-.pdf or other electronic signature will be accepted as an original signature.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the date below by its duly authorized representative.

ACCEPTED BY
CUSTOMER

ACCEPTED BY
BULLSEYE, LLC

SIGNATURE:

Craig Woods

SIGNATURE:

Jake Szabo

PRINTED NAME:

Craig woods

PRINTED NAME:

Jake Szabo

EFFECTIVE DATE:

8/7/2023

DATE:

8/7/2023