

A PowerSchool Unified Classroom™ Product

Learning Management System

ENTERPRISE EDITION

Sales Order for:

Liberty Charter School

Liberty Charter School Renewal 2020 3 Year

9955 Kris Jensen Ln

Nampa, ID 83686-4742

Client Success

clientsuccess@schoolology.com

212 213 8333 x 63

Schoolology, Inc.

2 Penn Plaza, 10th Floor

New York, NY 10121

www.schoolology.com



webinars. Schoolology also provides active community support within the Help Center, with discussions and responses moderated by Schoolology employees, and regular announcements of new Schoolology features.

As an Enterprise client you will have access to prioritized support. You may choose up to three (3*) dedicated Support Contacts from your organization, whose role is to relay any questions, concerns or ideas to the Schoolology team. Support Contacts can contact Schoolology by:

1. **Phone:** Support Contacts may contact a Schoolology representative by using a unique support code which can be found by clicking the 'Help Center' icon (Only visible to Support Contacts).
2. **Ticketing System:** Support Contacts may create and track their own support tickets by going directly to **support.schoolology.com**.
3. **Chat:** Support contacts may use the Chat feature to contact a Schoolology representative to ask questions and troubleshoot issues.

*More contacts are available at \$500/license/year

With Standard Support, Support Contacts are qualified, through training and experience, to provide first-level support to local users. Typical issues resolved by Support Contacts include access problems and general usage questions. Support Contacts are also empowered to escalate issues to Schoolology Support for second and third tier support. Schoolology Support Specialists and Engineers are personable, expert in-house Schoolology employees based in the corporate headquarters.

Standard Support includes 24/7/365 Online Help Center access, 24/7/365 Community access, and web ticket, phone, and chat support for Support Contacts during business hours (Monday-Friday 8 am - 8 pm ET). Standard support is included in the cost of subscription.



Cost Summary

Exhibit A – Pricing

Contract Start Date: **August 1, 2020**

Contract End Date: **July 31, 2023**

Enrollment: **425**

Year One

Description	Quantity	Rate	Subtotal
Flat Rate Enterprise Subscription	1.00	\$5,150.00	\$5,150.00
			Subtotal: \$5,150.00

Year Two

Description	Quantity	Rate	Subtotal
Flat Rate Enterprise Subscription	1.00	\$5,304.50	\$5,304.50
			Subtotal: \$5,304.50

Year Three

Description	Quantity	Rate	Subtotal
Flat Rate Enterprise Subscription	1.00	\$5,463.64	\$5,463.64
			Subtotal: \$5,463.64

Grand Total: US \$15,918.14

The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced at least 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.

This Sales Order is valid until September 7, 2020.

Thank you for your business!



492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Renewals@ravemobilesafety.com

RENEWAL QUOTE

Date: October 3, 2023

Quote #Q-26341

Liberty Charter School

9955 Kris Jensen Lane

Nampa, Idaho

83686 United States

Your Rave service contract is set to expire soon and requires your immediate attention. Please Return a signed copy of this renewal quote today, and no later than **November 1, 2023** to continue to enjoy your Rave subscription and avoid any lapse in service.

INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Select Renewal Option A, B or C on enclosed Renewal Quote by checking the respective checkbox.
2. Complete required billing Information section & sign in the designated signature block.
3. Return via email to: renewals@ravemobilesafety.com or fax: (917) 591-9105

GOOD	<input type="checkbox"/> OPTION A: 1-Year Renewal November 1, 2023 through October 31, 2024	BETTER	<input type="checkbox"/> OPTION B: 3-Year Renewal November 1, 2023 through October 31, 2026	BEST	<input type="checkbox"/> OPTION C: 5-Year Renewal November 1, 2023 through October 31, 2028
	Annual Cost:		Annual Cost:		Annual Cost:
	\$267.50		Fixed Price for 3 Years		Fixed Price for 5 Years
			\$255.00		\$250.00
	Total Contract Value:		Total Contract Value:		Total Contract Value:
	\$267.50		\$765.00		\$1,250.00
			A savings of \$94.99		A savings of \$288.32

Rave Renewal Products

SwiftK12 for PowerSchool - Unlimited Messaging

Renewal Quote does not include Sales Tax, if applicable.

BEST
choice

With a **5-year renewal**, your costs will not increase during the contract period. That's over a **20% savings!**

Do all you can today.™

THIS IS NOT AN INVOICE

Authorized Signature:

Date: 10/3/2023

Name (Printed or Typed): Brett Stimpson

Title: IT Director

**2nd Authorized Signature
(if required):**

Date:

Name (Printed or Typed):

Title:



Service Activation Form

Proposal #: 35308

Date: 2/7/2023

Quote Valid Until: 5/8/2023

Order Type: New Proposal

Sales Representative: David Philbrook

Sales Rep Email: davidp@datatelco.com

Sales Rep Phone: (208) 401-2126

Contract Start:

Contract Terms: 36 Months

Customer Information

Company: Liberty Charter School
Main TN: (208) 466-7952

Billing Address

9955 KRIS JENSEN LN
NAMPA, ID 83686-4742

Shipping Address

9955 KRIS JENSEN LN
NAMPA, ID 83686-4742

Monthly Recurring Charges (MRC)

Qty	Item ID	Product	Unit Price	Extended Price
4	WIPTL1	SIP Trunk (Unlimited US and Canada)	\$22.95	\$91.80
27	WDIDNN	DID Numbers - National	\$1.00	\$27.00
27	E911	E911 Service (per Number)	\$1.00	\$27.00
Total:				\$145.80

Service Activation
Form

Proposal #: 35308

Date: 2/7/2023

Quote Valid Until: 5/8/2023

Order Type: New Proposal

Sales Representative: David Philbrook

Sales Rep Email: davidp@datatelco.com

Sales Rep Phone: (208) 401-2126

Contract Start:

Contract Terms: 36 Months

Company: Liberty Charter School
Main TN: (208) 466-7952

Summary	
Monthly Recurring Cost :	\$145.80
Non-Recurring Cost:	\$0.00
Total Due At Signing:	\$145.80

*With my signature below, I acknowledge that I have went to DataTel Cloud website and read the term and condition for Hosted or Internet depending on what services I have signed for. <https://cloud.datatelco.com/terms-and-conditions/#1582912040116-aea7904a-e93e>

*Important E911 Notice for VoIP Customers' I represent that I am authorized to make this acknowledgement on behalf of Customer and will inform those working for my company of this important information.

*Cancellation of Previous Services: Be sure to cancel services with your existing service provider after your new services have been installed to avoid being double billed. DataTel Cloud shall not be liable for any third party charges arising from or related to the termination of any previous agreement for telecommunications services or the failure of customer to terminate any previous agreement for telecommunications services. Please check with your carrier to see if they require advance notice of disconnect.

*The above price doesn't included taxes and fees.

Signature:

Title:

Print Name:
Brett Stimpson

Date:

One-time
Purchase

\$ 8,998.00



PRODUCT PURCHASE AGREEMENT

This Product Purchase Agreement (the "Agreement") is made the 2nd day of August, 2023 between Advanced Communications, Inc., dba **DATATEL**, with its principal office at 680 S. Progress Ave., Suite #1, Meridian, Idaho 83642, and Liberty Charter School, ("Customer"), with its office at 9955 Kris Jensen Lane. In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

THE PRODUCT. This Agreement pertains to the Equipment and Software described in *Schedule A* (the "Product") to be installed at:
955 Kris Jensen Lane
 Address

Nampa City	Canyon County	ID State	83686 Zip
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(the "Authorized Location"). Subject to the following additional terms and conditions set forth in the sections that follow: (a) Customer agrees to purchase the Equipment described in *Schedule A* and use the Software described in *Schedule A* in accordance with the license terms and conditions contained herein for the Purchase Price specified in Section 3; and (b) DataTel agrees to sell the Equipment described in *Schedule A*, license the Software described in *Schedule A*, install the Product described in *Schedule A* at the Authorized Location, and perform service in accordance with the terms of this Agreement.

PRODUCT INSTALLATION. DataTel shall not be required to commence installation of the Product until the Agreement has been accepted and approved by an OFFICER of DataTel. DataTel shall install the Product at the Authorized Location; provided that the Authorized Location meets the specifications set forth in *Schedule A*. Upon completion of installation and operation of the Product in accordance with applicable test and performance specifications, DataTel shall notify Customer of the Cutover Date. Cutover Date shall mean the date on which the Product is installed and providing the basic service for which the Product is intended. Minor variances in performance of the Product which do not materially affect the operation of the Product as a whole shall not affect or postpone the Cutover Date or Customer's payment obligations. Customer shall make available a place on its premises for installation of the Product in accordance with the specifications set forth on *Schedule A* and shall permit access to such place for DataTel's personnel, including subcontractors and authorized distributors. Customer shall provide a suitable protected area for storage of the Equipment prior to installation. Customer shall supply all supplemental equipment required for the installation including but not limited to conduits, commercial power wiring and outlets. Customer shall be solely responsible for: (a) obtaining any and all licenses, permits and other authorizations that may be necessary in connection with installation, use or warranty service of the Product, and (b) any services to be provided by or arrangements with, charges assessed by and interconnections with the Telephone Utility and any other Utility. DataTel shall be responsible for installation and warranty service of the Product only on the subscriber side of the interface equipment connecting the Product to the Telephone Utility's system. The Software will be licensed only in connection with the purchase of the Equipment, subject to the terms of this Agreement.

PURCHASE PRICE. The Purchase Price for the Product and Installation is \$8,638.00 plus estimated sales tax of \$0 for a total of \$8,638.00. The estimated Cutover Date is November 1, 2023.

CASH PURCHASE TERMS: The Purchase Price is payable:

- (i) 50% (\$4,319.00) upon execution of this Agreement by Customer, and the
- (ii) balance (\$4,319.00) on the Cutover Date. If Customer terminates this Agreement prior to commencement of installation hereunder, for any reason other than the material non-performance by DataTel of its obligations hereunder, DataTel shall retain all amounts paid to DataTel upon execution of this Agreement in addition to any other remedies available to DataTel.

(b) LEASE/FINANCE TERMS: N/A Please see Section 11. DataTel will endeavor to make leasing or financing arrangements available with a leasing or financing company for a term of _____ months with a monthly payment of approximately \$_____, plus tax. A deposit of \$_____, which represents the _____ months' payment(s) is payable upon execution of this Agreement by Customer.

Customer agrees to execute all necessary lease documents at least seven (7) days prior to the Cutover Date to authorize the lessor to pay the entire purchase price, plus applicable taxes, to DataTel immediately upon substantial completion at the Cutover Date. Title to the Equipment shall remain with DataTel until the entire purchase price is paid. If Customer does not qualify for a lease, then Customer may, at its option, either pay the entire purchase price to DataTel in cash prior to the Cutover Date or terminate this Agreement and immediately return all of the Equipment to DataTel. If Customer has not qualified for and entered into a lease agreement at least seven (7) days prior to the Cutover Date, for any reason other than Customer's inability to qualify for a lease, then DataTel, at its option, shall have the right to: (1) extend the Cutover Date; (2) immediately reclaim possession of any of the Equipment delivered to Customer and thereupon terminate this Agreement; (3) obtain specific enforcement of the terms of this Agreement or recover damages; or (4) exercise any and all other remedies that might be available.

(c) OTHER TERMS:

(d) ANNUAL MAINTENANCE: Acceptance Initials: Customer _____, DataTel _____. Customer desires maintenance services by DataTel. Maintenance shall continue for one (1) year following the first anniversary of the Cutover Date. At the first anniversary of the Cutover Date, Customer agrees to sign the Maintenance Agreement and pay the maintenance charge of \$973.00. If Customer fails to pay when due the maintenance charge, Customer agrees to pay the retail value (per DataTel's price list) for all maintenance services rendered during the first year following the Cutover Date.

(e) EXTENDED MAINTENANCE: Acceptance Initials: Customer _____, DataTel _____. Customer desires an extended maintenance program in addition to the warranty period or annual maintenance (Section 3(d) above) at a discounted rate for a period of _____ years for \$_____. The amount due for extended maintenance is not included in the above Purchase Price and is due and payable in full at the Cutover Date.

RISK OF LOSS OR DAMAGE; TITLE. Except to the extent any loss or damage to the Product is caused by defects in material or workmanship, Customer assumes the entire risk of loss or damage to the Product while it is on Customer's premises or under its control, whether or not covered by insurance, and no loss shall relieve Customer of its obligations under this Agreement. Customer shall acquire title to the Equipment only upon payment in full to DataTel of the Total Purchase Price. As long as any part of the Total Purchase Price remains outstanding, title to the Equipment shall remain vested in DataTel. Customer acknowledges and agrees that title to the Software shall remain vested at all times in DataTel, or as defined in *Schedule A*, and that nothing contained herein shall operate to transfer any ownership interest in the Software to Customer or any other party.

SECURITY INTEREST; DEFAULT.

PRODUCT SECURITY AGREEMENT: The Product shall remain personal property, irrespective of the manner of its attachment to real estate. To secure performance of all of Customer's obligations to DataTel, Customer grants to DataTel a purchase money security interest in the Product, including all additions, attachments and substitutions, and authorizes DataTel to file a Financing Statement. Customer agrees not to further encumber, sell or otherwise transfer the Product without the prior written consent of DataTel until the total Purchase Price is paid. If default occurs in any of Customer's obligations to DataTel, then interest will accrue at the rate of eighteen percent (18%) per annum on the entire unpaid balance from the date of default until paid.

(b) REMEDIES FOR DEFAULT: Upon default in payment or performance hereunder by Customer, DataTel, in addition to any other remedies to which it is entitled, shall have all the rights and remedies of a secured party under the Uniform Commercial Code (and any other applicable law), including but not limited to the following rights: (i) to declare all unpaid amounts hereunder immediately due and payable; (ii) to take possession of and remove any part or all of the Product; and (iii) to

render the Product or any of its functions or features inoperable remotely or otherwise without any demand or notice, and without any court order or other process of law. Customer hereby consents to such taking or disabling of the Product upon default, and Customer hereby waives its rights to claim any and all damages occasioned by such taking or disabling. Customer further agrees that upon default, the Software License is revoked. Notwithstanding any repossession or any other action which DataTel may take in the event of Customer's default, Customer will remain liable for the full performance of its obligations under this Agreement. Customer will reimburse DataTel for all costs and expenses, including reasonable attorney's fees, incurred in connection with the enforcement of any right or remedy hereunder.

6. **MAINTENANCE.** If Customer has contracted for Maintenance Services by initialing Sections 3(d) or 3(e) above, the following provisions apply:

- (a) **MAINTENANCE RESPONSIBILITIES.** DataTel shall provide Customer with all routine and remedial maintenance, including labor and parts, necessary to keep the Equipment in good operating condition. All of DataTel's maintenance responsibilities under this Agreement shall be limited to the equipment listed on the attached *Schedule A*. Unless other equipment is specifically included in writing, all other equipment and all public telephone utility equipment connected or in any way interfacing with the same is excluded. DataTel will use its best efforts to perform all routine and remedial maintenance and repairs at such times as do not unreasonably interfere with Customer's business operations; provided, however, DataTel shall not be required to perform any maintenance on weekends, holidays, or after normal business hours. All such excluded maintenance shall be at Customer's expense based upon DataTel's then prevailing rates and prices, including overtime rates. Equipment additions and modifications made to the initially installed system shall not be covered by this Agreement unless additional maintenance charges are paid by Customer. **All implied warranties of merchantability and/or fitness are excluded.**
 - (b) **EXCLUSIVE MAINTENANCE RIGHTS.** Customer shall neither cause nor permit any maintenance, repairs, alterations or modifications to the Equipment by any party other than DataTel during the term of this Agreement, unless expressly agreed to in writing in advance by DataTel. In the event any such unauthorized maintenance, modifications, alterations or repairs cause or necessitate any corrective maintenance by DataTel, all such corrective maintenance shall be made at Customer's expense, based upon DataTel's then prevailing rates and prices.
 - (c) **SERVICE.** DataTel shall provide Customer with a telephone number and contact point sufficient to enable Customer to notify DataTel during the latter's normal business hours that remedial maintenance is required.
 - (d) **REPLACEMENT PARTS.** DataTel shall endeavor to maintain an adequate inventory of replacement parts to assure that routine and remedial maintenance will and can be performed on a timely basis. However, Customer expressly acknowledges and understands that it would be uneconomical and impractical for DataTel to maintain a sufficient inventory of replacement parts to assure that DataTel will always have sufficient inventory of replacement parts in stock to repair any and all defects and malfunctions which may occur from time to time in the Equipment. Accordingly, in the event of the unavailability of any such part, DataTel's sole responsibility shall be to use its best efforts to secure a required replacement part which is out of stock as soon as is economically possible, and DataTel shall not be liable or responsible to Customer for any failure to have such part in stock. DataTel's obligation to furnish replacement parts under this Agreement during the course of its maintenance services shall be limited to providing standard parts of equal quality. All such parts which have been replaced shall become the sole and exclusive property of DataTel.
 - (e) **MODIFICATIONS.** DataTel shall have the option, but not the responsibility, to make any modifications to the Equipment which it may deem necessary or desirable, in its sole and absolute discretion. DataTel shall endeavor to make such modifications at such times and in such manner so as to not unreasonably interfere with Customer's business operations. However, DataTel shall have the right to make all such modifications during its normal business hours. A refusal on the part of the Customer to permit any such modifications shall constitute a wrongful and material default by Customer under this Agreement. All such modifications shall be made by DataTel without charge to Customer.
 - (f) **RENEWAL.** At the end of the initial maintenance period, the Maintenance Agreement shall be automatically extended unless thirty (30) days prior written notice to the contrary is timely given by either party to the other. If the term of this Agreement is extended, as provided for above, the maintenance charge may be adjusted to reflect an increase consistent with the increased cost of doing business as reflected by the percentage increase of the cost of replacement parts from DataTel's suppliers and the increase in labor costs. All maintenance charges and fees are payable in advance and shall be due at the beginning of each maintenance period.
 - (g) **EARLY TERMINATION.** Customer shall, at its option, have the right to terminate all of its un-matured obligations relating to maintenance under this Agreement on thirty (30) days prior written notice to DataTel subject to the prior satisfaction in full of all its matured obligations to DataTel. Customer hereby affirms that DataTel has no responsibility to repay any portion of any advance annual maintenance charge, and that any such amounts constitute liquidated damages. Customer acknowledges that such liquidated damages are reasonable and have been agreed upon due to the difficulty of measuring the damages DataTel would suffer in the event of any such early termination. Customer waives any and all right to claim that such liquidated damages would be or do constitute an unenforceable penalty.
7. **LIMITED WARRANTY; DISCLAIMER.** See *Schedule A* for the terms of the limited warranty/disclaimer regarding the Product.
8. **UNCONTROLLABLE CIRCUMSTANCES.** DataTel shall not be responsible for any failure on its part to install equipment, perform maintenance services or replace parts due to causes beyond its practical control, including, but not limited to, work stoppages, strikes, boycotts, embargoes, lock-outs, transportation delays, severe weather, fires, floods, earthquakes, casualties, civil disobedience, riots, rebellions, *force majeure*, acts of God, parts shortages, or similar occurrences. If performance by DataTel is prevented, delayed or otherwise made impractical, DataTel shall be excused from such performance to the extent that it is prevented or delayed by such causes. Upon the occurrence of any such events, DataTel shall use its best reasonable efforts to notify Customer of the nature and extent of any such condition.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may be assigned by DataTel in whole or in part, and DataTel may freely subcontract any or all of the work hereunder. Customer may not assign this Agreement in whole or in part without obtaining the prior written consent of DataTel.
10. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceability provisions were omitted. DataTel and Customer agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that most closely approximates the economic effect and intent of the invalid and unenforceable provision.
11. **LEASE/FINANCE.** If Lease/Finance is completed at Section 3(b) above, DataTel will endeavor to assist Customer make leasing or financing arrangements on the terms specified. Customer acknowledges DataTel has no control over the interest rate or other fees charged by leasing or financing companies which DataTel may approach on behalf of Customer. Customer further acknowledges any such leasing or financing company may request certain personal guarantees in connection with any agreement to enter into a leasing or financing arrangement with Customer. Customer will supply financial information and will execute the leasing or financing company's standard documents. The limited warranty contained above shall run to Customer in the event the Equipment is leased or financed.
12. **ENTIRE AGREEMENT.** The terms and conditions of this Agreement, including *Schedule A*, constitute the entire Agreement between DataTel and Customer and may not be modified or amended except by mutual written agreement. Customer has read all provisions of this Agreement and acknowledges receipt of a copy of this Agreement.

DataTel

By Brett Stimpson (Date) _____
Name: _____ Title _____

By _____ Date _____
Scott Langdon, President



SCHEDULE A

Pursuant to the Product Purchase Agreement ("Agreement") dated August 2, 2023, between Advanced Communications, Inc. dba DataTel, and Liberty Charter School ("Customer"), it is hereby agreed as follows:

1. **THE PRODUCT.** The Product to which the Agreement pertains, for which Customer is obligated to pay the Purchase Price, and which DataTel is obligated to install, provided the conditions of this agreement are met, consists of the Equipment and Software itemized below.

Description	Quantity
SMB Controller 8/386	1.00
MVB on SMB Controller	1.00
MITEL SMBC RACK MOUNT KIT SMBC/MITEL 415	1.00
System Module 2 DSPX	1.00
MCD Mailbox license	8.00
Dynamic Extension 30-pack for MVB SMB	1.00
SWA Adv 1y MVBUS User	30.00
SWA Adv 1y MVBUS on SMB Controller	1.00
PWR CRD C7 2.5A 125V-NA PLUG NON POLARIZD	1.00
HEADEND LESS THAN 40 PHONES NEW INSTALL	1.00

2. **CHANGE ORDERS.** The purchase price of the equipment shall be subject to adjustment in the event of any mutually agreed changes made to the above lists, including the addition or deletion of items of equipment or any changes in specifications, attachments or features. **Any cable runs not listed above are not included and will be considered a change order. Additional charges will be billed accordingly.**
3. **INSTALLATION SPECIFICATIONS.** DataTel's obligation to install the Product at Customer's Authorized Location is contingent upon the provision of an Equipment Room that meets environmental and electrical requirements for the installation of system(s) equipment, including but not limited to the following: (a) a 10-ampere - 117 volt AC isolated circuit terminating within 6 feet of the system(s) is required; (b) a conduit, if required by building codes; (c) normal business lighting; (d) room temperature ranging between 30-80°F; (e) relative humidity not exceeding 80% - non-condensing; (f) 3-foot minimum clearance in front of the main frame equipment secured access preferable; (g) access to "cold water ground" within 10 feet of the system(s); and Other: _____

4. **WARRANTY PERIOD AT NO CHARGE ON:** Equipment 12 Months; Software 12 Months; Labor 12 Months

5. **PRODUCT WARRANTY AND WARRANTY DISCLAIMER.**

- (a) **Equipment Limited Warranty:** DataTel warrants the Equipment will be free from defects in material and workmanship for the period set forth in Section 4 from the Cutover Date.
- (b) **Software Warranty:** DataTel warrants the Software will be free from any defect which causes a material non-conformity between its performance as described in the related documentation and actual performance for the period set forth in Section 4 from the Cutover Date. DataTel does not warrant that operation of the system will be uninterrupted or error free.
- (c) **Rights And Remedies:** Upon notification of a defect, DataTel shall have the option either to repair or replace the defective part of the Equipment or Software. Such repair or replacement shall be Customer's sole and exclusive remedy; provided that Customer shall notify DataTel of any defects promptly upon discovery. All replaced parts will become the property of DataTel. Customer agrees that any rights it may have pursuant to the warranty are independent of its obligation to make all payments due DataTel hereunder on a timely basis, and that any claim under this warranty or otherwise against DataTel shall not give rise to (i) a right to withhold any payment due, or (ii) any other remedy, including, without limitation, setoff, counterclaim, incidental or consequential damages for lost profits, lost sales, damage to reputation, injury to property or any other consequential loss.
- (d) **Labor:** For the period set forth in Section 4 from the Cutover Date, DataTel shall perform, free of charge, all necessary labor to perform the warranty.
- (e) **Disclaimers:** DATATEL FURNISHES THE WARRANTIES CONTAINED IN THIS SECTION IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The warranties shall be void as to product damaged or rendered unserviceable by negligence of non-DataTel personnel, misuse, theft, vandalism, fire, water or other peril, or repair relocation or alteration of the product not authorized by DataTel. DataTel shall have no liability for, and Customer shall indemnify DataTel for any expenses it incurs hereunder attributable to, the failure of customer to comply with environmental and electrical requirements specified in section 3 or for any failure of or interference with the operation of any equipment or software attributable to services or products of other vendors, including, without limitation, the central office lines of any local telephone company. In no event will either DataTel or Mitel be liable or obligated under any section of this agreement or under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special, punitive or consequential damages arising out of or in connection with this agreement, including but not limited to loss of profits, revenue, data or use, incurred or suffered by either party or to any third party.
- (f) **Non-Transferability:** DataTel's obligations under this Warranty are limited to Customer unless DataTel has provided its written consent to the transfer of the Product to another end-user.
- (g) **Work Hours:** Warranty work shall be performed by DataTel as soon as reasonably practicable at the Authorized Location (or at DataTel's location, as appropriate). DataTel's normal working hours for purposes of this Agreement are 8:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays. Services performed due to Customer's operational requirements, outside the aforesaid normal working hours, will be billed to and paid by Customer in accordance with DataTel's standard rates.

6. **SOFTWARE LICENSE (MITEL TRADEMARK PRODUCTS ONLY):** Customer acknowledges and agrees that the Software listed in Section 1 is proprietary to Mitel Technologies, Inc. and constitutes trade secrets of Mitel. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software are and

shall remain in Mitel. Usage is conditioned upon direct registration of the Software with Mitel. DataTel cannot warrant the Software against possible patent or trademark infringement claims; however, if Customer's usage of the Software is impaired by a claim of infringement against Customer, DataTel will, at its option and expense, either procure rights for Customer to continue using the Software, or replace the Software to provide a non-infringing solution that performs substantially similar functions to the original Software. Upon failure of DataTel to do so, DataTel will refund the price of the Software paid by Customer and release Customer of its obligations under the Agreement regarding further payment for the Software.

7. **FRAUD DISCLAIMER/WARNING.** DataTel disclaims any express or implied warranty that the equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to long distance network). Customer is hereby warned that fraudulent use of the system, including but not limited to DISA, Auto-Attendant, Voice Mail, RATS, 800 and 900 service, as well as 10XXX, is possible, and Customer assumes the risk of such.
8. **MUSIC ON HOLD.** If Customer requests DataTel to connect a tuner or a CD player to the music on-hold feature, Customer must be aware that unlicensed public music performances by means of these devices may constitute an infringement of the United States Copyright Law. Under the U.S. Copyright Law, a license must be obtained for the public performance of copyrighted music. To 'perform a work' is defined as to recite, render, play, dance or act it either directly or indirectly by means of any device or process ... *including music services performed over telephone lines*. Non-dramatic performing rights in all copyrighted music are licensed in the United States through 3 organizations, each of which offers a different collection of music. They are: American Society of Composers, Authors and Publishers (ASCAP); Business Music, Inc. (BMI); SESAC (formerly the Society of European Stage Authors & Composers). Since the above 3 organizations license the performing rights to most of the copyrighted music played in the US today, most establishments must be licensed by all three to avoid wholesale copyright infringement. To license your organization, customer must pay each ASCAP, BMI and SESAC annual fees based on the number of trunk lines used to provide your music on-hold service. In addition to the performing rights, if customer wants to play a CD on-hold, they must obtain a license for the publishing rights, and the mechanical rights, as well as get permission from the performers themselves. If Customer chooses not to obtain appropriate licenses, Customer, as well as supervising individuals, can be sued in federal court and be subjected to substantial liability in the form of statutory damages. Customer understands Customer is responsible for obtaining the proper licenses required to transmit a radio, cassette, record, or CD through the music on-hold feature of its telephone system. Customer also understands that DataTel disclaims any liability arising out of failure to obtain such licenses.
9. **VOICE OVER IP 911 EMERGENCY DIALING AND HOOKING UP IP PHONES OVER THE INTERNET.** By using these services, Customer acknowledges and agrees to the following regarding the limitations of voice over IP 911 emergency dialing. Customer will advise all individuals who may have occasion to place calls over this service of these limitations.
- (a) A caller may not be able to place traditional 911 or e911 calls from IP telephones connected over the internet or on a local network. IP telephones offer a limited 911-type service but it differs in important respects from traditional 911 service. The 911 emergency service dispatcher may not be able to capture and/or retain automatic number or location information. This means the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, if a user dials 911 using an IP telephone, the user must immediately tell the dispatcher the user's location (or the location of the emergency, if different). The user must also take care to not disconnect the line, as the dispatcher may not have a phone number to use to call back. If the user is unable to speak and describe the location, the emergency dispatcher may not be able to locate the user.
 - (b) 911 dialing will not function correctly if the equipment is moved to a location other than that provided when the service is registered. In such event, in order to have 911 calling routed correctly, the service address must be updated.
 - (c) For all voice-over-IP applications which are delivered via the internet, internet usage levels and the number of router hops between locations could potentially affect voice quality. Hooking IP phones and systems over the internet also precludes the ability to add QOS which would otherwise guaranty voice quality.
 - (d) Customer agrees DataTel will not be liable for any service outage or inability to dial 911 or inability to access emergency service personnel due to the 911 dialing characteristics and limitations set forth above. Customer further agrees to defend, indemnify, and hold harmless DataTel, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with the service, from any and all claims, losses (including loss of profits or revenue), damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

DataTel

By Brett Simpson
 Name: _____ Title _____
 Date: _____

By _____
 Scott Langdon, President
 Date: _____

Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Liberty Charter School - 1495971

9955 Kris Jensen Ln
Nampa, ID 83686-4742
Contact: Alane McKnight - (208) 466-7952
Email: clerk@libertycharterschool.com

Quote #: RPRNQ2884638

Reference ID: 612549

Subscription Ends:
10/31/2023

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$3,923.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,923.00

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.


By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: ☐]

Renaissance Learning, Inc.	Liberty Charter School - 1495971
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 9/19/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ2884638

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2884638

Quote Details				
Liberty Charter School - 1495971				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Accelerated Reader Subscription	11/01/2023 - 10/31/2024	250	\$7.70	\$1,925.00
Star Reading Subscription	11/01/2023 - 10/31/2024	240	\$5.20	\$1,248.00
Platform Services				
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Liberty Charter School Total			USD \$3,923.00	

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PROUD TO BE PARTNERS IN SAFETY WITH OSHA
6428 Business Way • Boise, Idaho 83716-0550 • Phone 343-5423 • Fax 343-5446

SERVICE AGREEMENT RENEWAL

* HVAC License #: HVC-C-4612

* Contractor License #: RCE-7459

To: General Manager

7/17/2023

Re: Liberty Charter School/McKnight Bryant Center
Nampa, Idaho

Hobson is pleased to offer this annual maintenance agreement quote to service your HVAC equipment. This coverage includes work to be performed during normal business hours (7:30-3:30) weekdays, excluding weekends and holidays. This work will be scheduled for minimal equipment down time. All HVAC equipment will be checked and tested. Any repair work required will be brought to your attention, and you will be provided with a complete quote. If you prefer, arrangements may also be made to perform the work on a time and materials basis with our preferred service labor rate charged at \$85.00 per hour with parts charged at list (to include all sales taxes) minus 15%. Hobson offers 24-hour services and has technical personnel on call at all times. We can accommodate after hours service, which will be charged at 1½ times for weekdays and Saturdays, and 2 times for Sundays and Holidays. We will guarantee a 24-hour service response time, and in most cases, an emergency response time of less than 4 hours can be expected.

Included Items:

1. Filters 4 times a year
2. 1 coil cleaning per year
3. Belts 1 time a year
4. Lubricants
5. Cleaners
6. Wire terminations

Excluded Items:

1. Replacement Parts
2. Refrigerants/Oils
3. Motors
4. Electrical Components
5. Repairs

Total annual cost
Billed Quarterly at

\$ 6333.50
\$ 1583.38

Very Best Regards,

Monty Seal
Service Manager

Accepted by: _____ Date: _____

Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Liberty Charter School - 1495971

9955 Kris Jensen Ln
Nampa, ID 83686-4742
Contact: Alane McKnight - (208) 466-7952
Email: clerk@libertycharterschool.com

Quote #: RPRNQ2884638

Reference ID: 612549

Subscription Ends:
10/31/2023

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$3,923.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,923.00

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

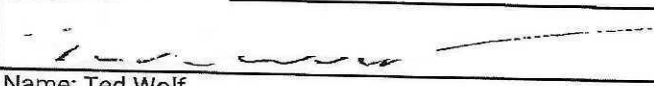
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: ☐

Renaissance Learning, Inc.	Liberty Charter School - 1495971
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 9/19/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote #: RPRNQ2884638

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New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

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Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2884638

Quote Details				
Liberty Charter School - 1495971				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Applications				
Accelerated Reader Subscription	11/01/2023 - 10/31/2024	250	\$7.70	\$1,925.00
Star Reading Subscription	11/01/2023 - 10/31/2024	240	\$5.20	\$1,248.00
Platform Services				
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Liberty Charter School Total			USD \$3,923.00	

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2637611

Liberty Charter School - 1495971

9955 Kris Jensen Ln

Nampa, ID 83686-4742

Contact: Alane McKnight - (208) 466-7952

Email: clerk@libertycharterschool.com

Reference ID: 382263

Subscription Ends: 10/31/2021

Quote Summary

School Count 1

Renaissance Products & Services Total	\$3,811.50
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,811.50

This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2637611

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2637611

Quote Details

Liberty Charter School - 1495971

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription Renewal	11/01/2021 - 10/31/2022	250	\$7.35	\$0.00	\$1,837.50
Star Reading Subscription Renewal	11/01/2021 - 10/31/2022	240	\$5.10	\$0.00	\$1,224.00
Platform Services					
Annual All Product Renaissance Platform Renewal	11/01/2021 - 10/31/2022	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Liberty Charter School Total				\$0.00	\$3,811.50

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal



Quote #: RPRNQ2637611

Subscription Summary

Accelerated Reader Enterprise Real Time		Student Capacity / Quantity
Liberty Charter School - 1495971		250
Accelerated Reader Enterprise Real Time Total		250
Star Reading Enterprise Real Time		Student Capacity / Quantity
Liberty Charter School - 1495971		240
Star Reading Enterprise Real Time Total		240

Quote Number 2637611

To accept this offer and place an order, please sign this Quote.

Renaissance Learning, Inc.	Liberty Charter School
	By:  Alane McKnight (Oct 5, 2021 08:42 MDT)
Name: Ted Wolf	Name: Alane McKnight
Title: VP - Corporate Controller	Title: Clerk
Date: October 05, 2021	Date: October 05, 2021
	Invoice Date: 10/5/2021

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

Phone: (877)444-3172

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date listed above. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote.

Unless you choose to check the box to opt out of Automatic Evergreen Renewals of this Quote, by signing this Quote, you also consent to the Automatic Evergreen Renewal of the Agreement, (as defined in the Terms of Service and License, which shall include any additional products or services added to this Quote by agreement of the parties) at the end of the stated Subscription Period, for additional successive one (1) year periods. If Renaissance does not want to renew the Agreement, we will provide you at least sixty (60) days written notice of non-renewal prior to the end of the then-current term. If you do not want to renew the Agreement, you must provide Renaissance at least thirty (30) days written notice of non-renewal prior to the end of the then-current term. The pricing for each renewal term will be at the then-current pricing

☒ Please check here if you would like to opt out of Automatic Evergreen Renewal of the Agreement covered by this Quote.

(Please note that you will still have the opportunity to renew your agreement with Renaissance, but you will need to



741 W Greenhurst Rd
Nampa ID 83686-2913
(208) 860-2885
greenbladeslawn@yahoo.com

Charter Schools
schoolclerk32@gmail.com

January 20, 2023

2023 Lawn Maintenance

We propose to provide the following services with the subsequent fees to Liberty, Victory and Legacy Charter Schools.

Weekly Lawn Care

We will provide, on a weekly basis, the lawn mowing, trimming, edging, and blowing off walkways for a total fee of \$330.00 per school per service. This includes the ditch by Lewis Lane. The season is estimated to last approximately 30 weeks (April thru October). $30 \text{ weeks} = 9,900.00$

Weed & Feed

There will be 4 applications at \$630.00 per application per school location. $2,520.00$

Sprinkler Repair

Any needed on-going repairs or sprinkler coverage adjustments to the irrigation system will be provided at an hourly rate of \$45.00, plus the cost of parts. In the event of any carelessness on our part, we will repair or replace broken heads at no charge.

Weed Control

Spraying weeds in rock areas, vacant areas, and cracks will be \$115.00 per application as needed. $4 \times = 460.00$

Irrigation

At the start of the season, we will activate the sprinkler system for \$300.00 per school location. At the end of the season, we will winterize the sprinkler system (blowout the lines) for \$450.00 per school location. 750.00

Aeration

Spring lawn aeration can be provided at each location for \$1,800.00 per school. $1,800.00$

$15,430.00$



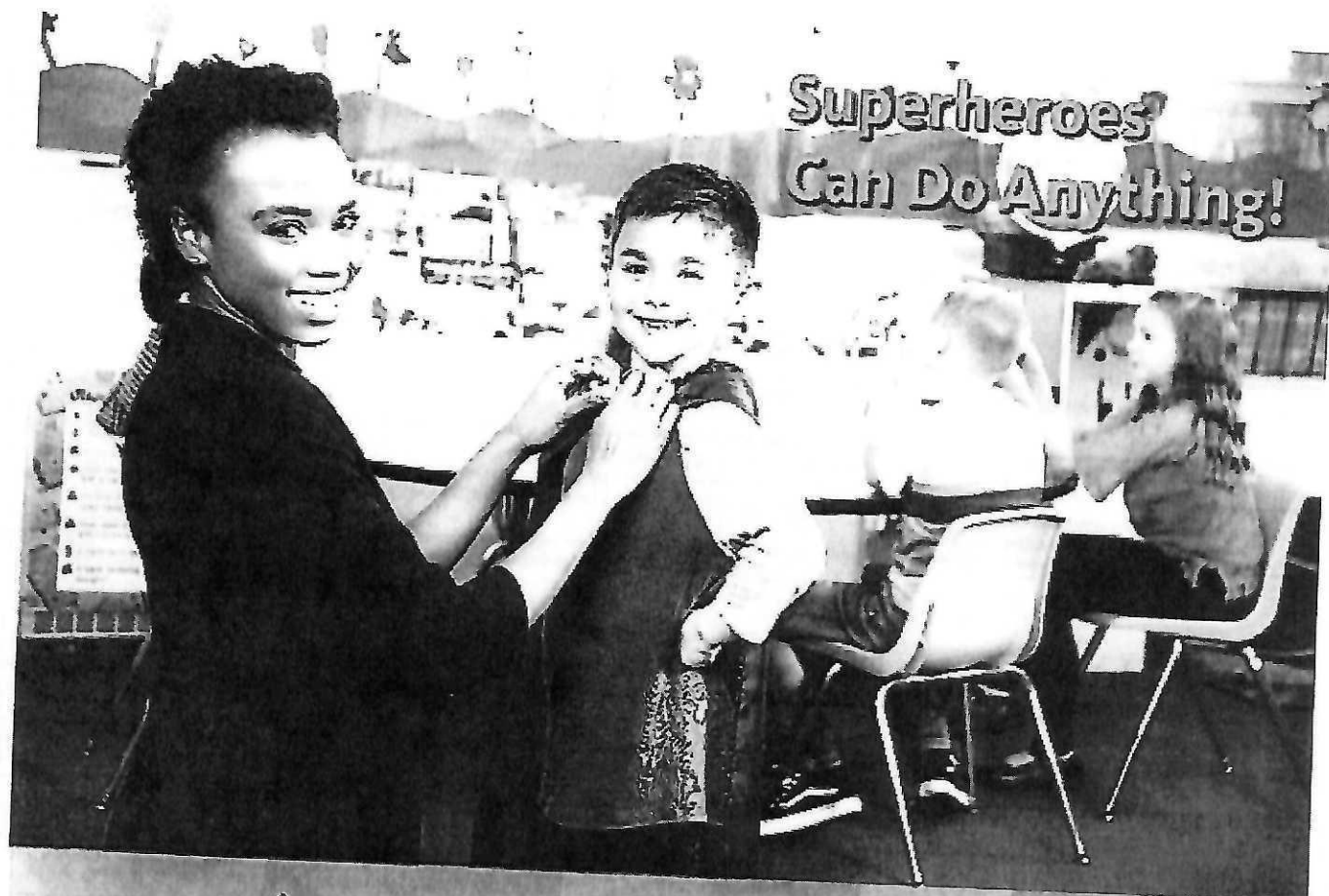
741 W Greenhurst Rd
Nampa ID 83686-2913
(208) 860-2885
greenbladeslawn@yahoo.com

Description	Liberty	Victory	Legacy
Weekly Mowing (x30)	\$ 330.00	\$ 330.00	\$ 330.00
Weed & Feed Applications (x4)	630.00	630.00	630.00
Sprinkler Repair – as needed + parts	45.00/hr	45.00/hr	45.00/hr
Weed Control spraying – as needed	115.00	115.00	115.00
Irrigation Startup	300.00	300.00	300.00
Irrigation Winterization	450.00	450.00	450.00
Aeration	1,800.00	1,800.00	1,800.00

We hope to be of service. Please give me a call if you have any questions.

Thank you,

Brian McDonald
Manager
Green Blades, LLC



Every Student Deserves to Feel Powerful!
Discover hidden strengths with dynamic intervention and instruction.

Quote Q-51338-1

Prepared For:
Liberty Charter School
9955 Kris Jensen Ln
Nampa, ID
83686-4742

Your Istation Partner:
Kaely Smith
Regional Account Executive
kaely.smith@istation.com



BBB Rating: A+



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-51338-1
Prepared For: Liberty Charter School
Expires On: 2/28/2023

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

IR.Student - Istation Reading (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
125	IR.Student - Istation Reading (Student Account)	2/1/2023	12	1/31/2024	Liberty Charter School	\$3,875.00
IR.Student - Istation Reading (Student Account) TOTAL:						\$3,875.00

SUBTOTAL: \$3,875.00
DISCOUNT: (\$0.00)
TAX (if applicable):
1 YEAR CUSTOMER TOTAL: \$3,875.00
Multi Year Options - more detail on following page:
2 YEAR DISCOUNTED TOTAL: \$7,517.50
3 YEAR DISCOUNTED TOTAL: \$10,927.50
4 YEAR DISCOUNTED TOTAL: \$14,105.00
5 YEAR DISCOUNTED TOTAL: \$17,050.00



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-51338-1
Prepared For: Liberty Charter School
Expires On: 2/28/2023

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Additional Options (to be paid in full). Totals do not include tax (if applicable):

Choose your Multi-Year Subscription

	1 YEAR SUBSCRIPTION	2 YEAR SUBSCRIPTION	3 YEAR SUBSCRIPTION	4 YEAR SUBSCRIPTION	5 YEAR SUBSCRIPTION
Additional Discount:	Quoted Price	(\$232.50)	(\$697.50)	(\$1,395.00)	(\$2,325.00)
% Discount:	Quoted Price	3.00%	6.00%	9.00%	12.00%
Your Total Cost:	\$3,875.00	\$7,517.50	\$10,927.50	\$14,105.00	\$17,050.00

Subscription Start Date: 2/1/2023 Subscription Term: 12 Subscription End Date: 1/31/2024

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

Kaely Smith

Regional Account Executive

2/7/2023

Liberty Charter School

Signature: _____

Printed Name: ✓

Title: _____

Dated: _____

PO # (if available): _____

Rebecca Stallcup
Administrator
2/7/03
2.7

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: _____

Email: _____

Phone: _____

Accounts Payable / Billing Contact

Name: _____

Email: _____

Phone: _____

Alana McKnight
clerk@libertycharterschool.com
208.466.7952

District Technology Contact

Name: _____

Email: _____

Phone: _____

Brett Stimpson
bstimpson@libertycharterschool.com
208.466.7952

District Data Contact

Name: _____

Email: _____

Phone: _____



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-51338-1
Prepared For: Liberty Charter School
Expires On: 2/28/2023

TERMS OF USE:

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "**Scoring and Reporting Resources**"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
 1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
 2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
 1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

- design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the "Resource Materials"), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation's licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation's licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.
2. Your Data. As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, "Your Data" means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the "Processed Data").
 5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.
 6. **Restrictions.**
 1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
 2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
 3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation's detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
 4. You may not use any of the trademarks of Istation, or Istation's licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
 5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
 6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
 7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
 8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
 9. Any deviations from any of these Terms require prior written consent from Istation.
 7. **Conduct.**
 1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
 2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the "Submissions"), You are granting Istation, Istation's affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children's Online Privacy Protection Act of 1998 ("COPPA") and COPPA's rules and regulations.

8. **Security.**

1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**

1. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
2. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.

2. **No Endorsement of Third-Party Sites.**

1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "Third-Party Sites"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.

3. **Disclaimer.**

1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO

- BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.
4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.
4. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
5. **Miscellaneous.**
1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "Additional Terms"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
 2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
 3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

PRIVACY STATEMENT:

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("Istation"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "You" or "Your" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "Authorized Users").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "Licensed Applications"), (ii) Istation's Internet Web site (the "Web Site"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "Downloadable Materials"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "Resources".

What Personally Identifiable Information Is Collected by Istation?

"Personally Identifiable Information" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "Identifiable Use Results"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes. Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;

- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
 1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
 2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
 3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

Data Retention

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

Website and Resource Security

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

Third Party Sites

The Website may contain links to or reference third party websites and resources (collectively "Third Party Sites"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

Can Istation change this Privacy Statement?

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

Who can I contact if I have questions about this Privacy Statement?

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

Email address: info@Istation.com

Street/Postal address:

8150 North Central Expressway, Suite 2000
Dallas, Texas 75026

Phone: (214) 237-9300

Fax: (972) 643-3441

Effective Date: February 23, 2018

Copyright

Copyright © 1998-2020 Istation.com

Imagination Station, Inc. DBA Istation

8150 North Central Expressway, Suite 2000

Dallas, TX 75206

All rights reserved.

Trademarks

The Imagination Station DBA Istation, Istation.com, Infinity, and other Istation.com programs, products, and technology referenced herein are either registered trademarks or trademarks of Istation.com in the U.S. and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

Liberty Charter School

9955 Kris Jensen Lane
Nampa, ID 83686
PH: (208)466-7952
FAX: (208)466-7961

PURCHASE ORDER

DATE: 02.07.23

P.O. # 2.7

VENDOR

IStation

8150 North Central Expressway, St 2000

Dallas, TX 75206

SHIP TO:

Liberty Charter School
9955 Kris Jensen Ln.
Nampa, ID 83686
PH: (208) 466-7952

ACQUISITION	SHIP VIA	F.O.B.	SHIPPING TERMS
			Net 30

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	IR. Student Istation	125	5-Years	17.050.00

COMMENTS/SPECIAL INSTRUCTIONS

SUBTOTAL \$
TAX RATE \$
TAX \$
S & H \$
OTHER \$

If you have any questions about this purchase
order, please contact

TOTAL \$ 17,050.00

Authorized By

Date

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is effective July 1, 2022, and entered into between AssetWorks Risk Management Inc. dba Go Solutions ("AssetWorks"), with offices at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 and Liberty Charter School ("Client"), with offices at 9955 Kris Jensen Ln, ID, 83686-0000. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Software as a Service, Maintenance, and Services.** Subject to the terms and conditions of this Agreement and the payment of fees hereunder, AssetWorks will provide Client with the following:

1.1 **Software as a Service.** AssetWorks will provide Client with access, through a website or designated IP address, to its proprietary software identified on Schedule A ("Software") which is maintained by AssetWorks in a hosted environment at a third-party data center ("SaaS").

1.2 **Maintenance.**

1.2.1 AssetWorks will provide: (i) support during normal business hours (Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available ("Maintenance"). Requests for support may be submitted to AssetWorks by Client via methods provided by AssetWorks). "Update" means the latest updates, modifications, and enhancements to the Software, including corrections of errors, which relate to the operating performance of the Software.

1.2.2 Maintenance does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Client's computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom. For clarity, AssetWorks is not responsible for errors or defects of Client or third-party software or hardware.

1.3 **Services.** AssetWorks will provide Client with services including, but not limited to, data conversion, system configuration, interface provisioning, professional development, training, consultation, custom reporting, custom changes, programming, and other related services selected by Client and identified in Schedule A or a separate signed quote or statement of work referencing this Agreement ("Services"). Administrative, reimbursement, and audit Services provided in support of the SaaS will be performed in accordance with Section 11.2. The Services do not include Maintenance.

2. **Rights and Permitted Use.**

2.1 **Subscription.** Subject to the terms and conditions of this Agreement, AssetWorks grants to Client a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Client's internal business operations. "Authorized Users" mean Client's employees or independent contractors working within their job responsibilities or engagement by Client or other end user for which AssetWorks has granted Client the right to use the SaaS. "Documentation" means documentation in the form of instructions and manuals provided by AssetWorks, including electronically via a link within the SaaS, that describes the function and use of the SaaS.

2.2 **Restrictions.** Client will not (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Client's Authorized Users; (iv) interfere with or disrupt the integrity or

performance of the SaaS or third party data contained therein; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; or (vi) remove any proprietary notices or labels.

2.3 **Ownership.** AssetWorks owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; and (iv) any software, applications, inventions or other technology provided or developed in connection with the Software or the SaaS. For clarity, Client obtains no interest in the Software, SaaS, or Documentation except as expressly provided in this Agreement.

2.4 **Client Data.** Client shall retain all right, title, and interest in and to the data which is Client created or owned and provided to AssetWorks or to which AssetWorks has access in connection with the Services or use of the SaaS, including Client information, data, records, and reports ("Client Data"). Client shall, in a timely manner, provide AssetWorks with all reasonably requested Client Data determined by AssetWorks as necessary for performing the Services. Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the Term of this Agreement to use Client Data to the extent necessary to provide the SaaS, Services, and Maintenance. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and AssetWorks will be free (during and after the Term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other AssetWorks offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

3. Fees and Payment.

3.1 **Fees.** Client shall pay the fees set forth in Schedule A. AssetWorks may increase the fees on an annual basis.

3.2 **Payment.** Client agrees to pay all fees within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge, and Client agrees to pay, a late payment fee on the unpaid balance from the due date until paid equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

4. Term and Termination.

4.1 **Term.** This Agreement shall commence on the Effective Date and continue for a term of one (1) year ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are collectively referred to as the "Term" of this Agreement.

4.2 **Termination.** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof.

4.3 **Effect of Termination.** Upon termination of this Agreement, Client's subscription to the SaaS will end and Client shall immediately cease using the SaaS and, if requested, certify to AssetWorks within thirty (30) days after termination that Client has deleted or destroyed any copies of Documentation in its possession. If the Agreement is terminated, upon Client's request provided at least thirty (30) days prior to the date of termination, AssetWorks will provide a standard media download of the Client Data for an additional fee charged at AssetWorks' standard rates. Custom downloads or handling of Client Data are subject to an additional fee. Termination of this Agreement shall not release Client from the obligation to pay fees due hereunder for the SaaS, Maintenance, and Services provided prior to

the date of termination. AssetWorks may maintain records related to this Agreement after termination as required in accordance with applicable laws, subject to Section 5.

4.4 **Suspension or Termination of SaaS.** AssetWorks may suspend or terminate Client's access to the SaaS if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of written notice. AssetWorks reserves the right to temporarily suspend the SaaS based on its good faith belief that it is necessary to protect the integrity of the SaaS. If the Agreement is terminated pursuant to this Section 4, AssetWorks may terminate Client's access to the SaaS as of the termination date.

5. Confidentiality.

5.1 **Confidential Information.** Each party (the "Disclosing Party") may from time to time during the Term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Software, Documentation and any related data, and any quantitative analysis of the Software or performance of the Software are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

5.2 **Exceptions.** Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 **Non-Disclosure and Non-Use.** The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

6. Service Availability.

6.1 The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any downtime attributable to Client or third parties, or for which AssetWorks is not responsible including, but not limited to interruptions and delays inherent in internet communications).

6.2 AssetWorks will use commercially reasonable efforts to ensure that the web pages generated with the SaaS will be served (i.e., delivered from AssetWorks' internal network or that of its internet service provider) promptly regardless of the level of traffic to AssetWorks' servers, subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Client acknowledges that problems with the internet, equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the SaaS or data stored within the SaaS. AssetWorks is not liable for any delays, interruptions, suspensions, or unavailability of the SaaS or the data stored within the SaaS beyond AssetWorks' control, attributable to problems with the internet or the configuration of Client's computer systems.

7. Data.

7.1 Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client will not submit or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.

7.2 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, AssetWorks agrees that it shall: only process Client's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Client from time to time; (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Client any requests, notices, or other communication from data subjects, data protection or other law enforcement authority, for Client to resolve.

7.3 AssetWorks shall notify Client as soon as reasonably possible upon discovery of any data security incident impacting Client Data. AssetWorks shall not be responsible for any loss or damage to Client Data to the extent that such loss or damage was caused by Client or a third party.

8. Representations and Warranties.

8.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

8.2 Limited Warranty. AssetWorks warrants the SaaS will conform in all material respects to the Documentation and the Services will be provided in compliance with the terms of this Agreement. The warranties set forth in this Section 8.2 will not apply if: (i) the SaaS is not used in accordance with AssetWorks' instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data, or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than AssetWorks; or (iv) non-conformance or non-compliance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Client's computer system used to access the SaaS, (b) Client's failure to perform its responsibilities hereunder, or (c) Client's negligence or willful misconduct. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to correct errors affecting conformance or compliance, provided that Client has given written notice of non-conformance or non-compliance to AssetWorks within ninety (90) days of discovery of the error. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

8.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CLIENT'S REQUIREMENTS.

8.4 Client Responsibilities. Client represents that it is fully responsible for: (a) the content of any Client Data; (b) assigning a primary Client representative to coordinate with AssetWorks regarding the SaaS, Services, and Maintenance; (c) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Client and its Authorized Users; (d) Client's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.); (e) reasonably analyzing suspected problems to determine their specific nature and possible causes before contacting AssetWorks for assistance and then subsequently informing AssetWorks of any problems encountered in a timely manner; (f) enlisting clinicians with appropriate background and credentials to conduct screening examinations, as applicable, and review such clinician credentials to determine whether they are meet State specified minimum criteria; (g) making good faith efforts to successfully pursue and defend reimbursement claims filed with the State, local government, or any agency or department thereof relating to the Services, including without limitation, assistance in grant appeals and all other legal proceedings. Client acknowledges that the SaaS is intended to perform with the system requirements specified in the Documentation or instructions provided by AssetWorks to Client, as those may be updated from time to time. AssetWorks assumes no responsibility for: (i) failure of the SaaS based upon Client's failure to comply with such system requirements; (ii) the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Client has made changes to its system hardware/software configuration without prior notification and written approval by AssetWorks; or (iii) operation or performance of any Client or third-party application.

9. Indemnification.

9.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the SaaS within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, that Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

9.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its expense: (i) procure the right for Client to continue using the SaaS; (ii) replace or modify the SaaS so that it becomes non-infringing, without materially decreasing the functionality of the SaaS; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the SaaS fee paid by Client for the period in which the SaaS was affected by such infringement.

9.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the SaaS made by anyone other than AssetWorks; (ii) use of the SaaS in combination with any software or other technology not supplied by AssetWorks or in which the SaaS was not intended to be used as specified in the Documentation, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the SaaS contrary to the terms of this Agreement or the Documentation.

9.4 THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

9.5 Client shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to the exclusions set forth in Section 9.3 or any violation of Sections 2.2 or 7.1.

10. Limitation of Liability.

10.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

10.2 AssetWorks' entire liability under this Agreement or in any way related to the SaaS, Maintenance, or Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to this Agreement during the twelve (12) month period immediately preceding the Claim.

11. General.

11.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State in which Client resides without regard to conflicts of law principles.

11.2 Compliance with Laws. Each party will perform its responsibilities hereunder in compliance with all federal, state, and local laws, rules, and regulations applicable to such party.

11.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

11.4 Modification and Waiver. Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

11.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective party.

11.6 Remedies. The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 5, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

11.7 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

11.8 Force Majeure. Neither party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement, if such delay or failure result from unforeseeable events, circumstances, or causes beyond its reasonable control, including, but not limited to: natural hazards or acts of nature

(such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

11.9 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

11.10 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

11.11 Entire Agreement. This Agreement, including schedules or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

11.12 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Liberty Charter School District

AssetWorks Risk Management Inc.
dba Go Solutions

By: _____

By: _____

Name: _____

Name: _____

Title: Board Chair

Title: _____

Date: 7/14/22

Date: _____

SCHEDULE A

This Schedule A sets forth details regarding the SaaS subscription and services (if applicable) and the corresponding fees.

QUANTITY	ITEM DESCRIPTION	AMOUNT
1	SET-UP AND IMPLEMENTATION (including initial database setup, integration implementation, on-going capacity planning, backup, archival and retrieval subsystems, security monitoring)	Included
1	MEDICAID ELIGIBILITY VERIFICATION (including on-going 270 submission, 271 retrieval and processing, and manual verification if necessary)	Included
1	ENCOUNTER VERIFICATION (including review of proper CPT and ICD10 coding, review of applicable CPT code limits, and IEP prescribed service comparison)	Included
1	CLAIM SUBMITTAL (generation of 837 transaction set and interface with the State for submission, TA1 and 997 transaction set processing to ensure valid transfer)	Included
1	REMITTANCE ADVICE BALANCING (loading and processing of the 835 transaction set, including payment posting and balancing of submitted versus received)	Included
1	DENIAL REVIEW AND RESUBMISSION (claim and service line level review of denied claims, review of student eligibility, provider licensing, that could result in resubmissions)	Included
1	MANAGEMENT REPORTS TRAINING	Included
1	ON-GOING SYSTEM MODIFICATIONS (required State and/or Federal system modifications)	Included
1	ON-GOING USER AND ADMINISTRATOR SUPPORT	Included
1	iTracks IEP Solution	Included
1	Physician Referrals (no claims will be submitted without ensuring that a timely referral has been obtained for the services identified in the student's IEP).	Included
1	Guardian Digital Signatures	Fee Available Upon Request
1	Additional Modules: Section 504 English Learner Data Management RTI/MTSS	Fee Available Upon Request
Fee:		Fee: 6% administrative fee for all Medicaid reimbursements.

(such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

11.9 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

11.10 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

11.11 Entire Agreement. This Agreement, including schedules or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

11.12 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Liberty Charter School District

AssetWorks Risk Management Inc.
dba Go Solutions

By: [Signature]
Name: [Signature]
Title: Board Chair
Date: 7/14/22

By: [Signature]
Name: Christian Gutierrez
Title: General Manager
Date: 07/26/2022

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between (**Liberty Charter School**) (the "Covered Entity") whose principal address is: 9955 Kris Jensen Ln, Nampa, ID, 83686 and **AssetWorks Risk Management Inc. dba Go Solutions** (the "Business Associate") whose principal address is: 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220, shall commence on (**July 1st, 2022**) (the "Effective Date").

RECITALS

WHEREAS, the Covered Entity previously has entered into an underlying agreement with the Business Associate, whereby the Business Associate has agreed to provide certain services to the Covered Entity (the "Service Agreement");

WHEREAS, to provide such services to the Covered Entity under the Service Agreement, the Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Genetic Information Nondiscrimination Act of 2008 ("GINA");

WHEREAS, to comply with the requirements of the Privacy Standards, the Covered Entity must enter into this Agreement with the Business Associate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

If terms are used, but not otherwise defined under this Business Associate Agreement, such terms shall then have the same meaning as those terms in the Privacy Rule.

(a) "Covered Electronic Transactions" shall have the meaning given the term "transaction" in 45 CFR §160.103.

(b) "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.

(c) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- (d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, subparts A and E.
- (e) "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.
- (f) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- (g) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, in 45 CFR Part 160 and Part 162.
- (i) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- (j) "Security Rule" shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.
- (k) "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103
- (l) "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

(a) ***Permitted Uses and Disclosures.*** The Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on the Covered Entity's behalf or receives from the Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on the Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

(i) **Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.

(ii) **Business Associate's Operations.** For the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:

(A) The disclosure is Required by Law; or

(B) The Business Associate obtains reasonable assurance from any person or entity to which the Business Associate will disclose the Covered Entity's Protected Health Information that the person or entity will:

(1) Hold the Covered Entity's Protected Health Information in confidence and use or further disclose the Covered Entity's Protected Health Information only for the purpose for which the Business Associate disclosed the Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify the Business Associate (who will in turn notify the Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of the Covered Entity's Protected Health Information was breached.

(iii) **Minimum Necessary.** The Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that the Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Covered Entity is required to limit its use, disclosure or request to the minimum necessary. The Business Associate and the Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(b) **Prohibition on Unauthorized Use or Disclosure.** The Business Associate will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by the Covered Entity or as Required by Law. This Agreement does not authorize the Business Associate to use or disclose the Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule if done by the Covered Entity.

(c) **Information Safeguards.**

(i) **Privacy of the Covered Entity's Protected Health Information.** The Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of the Covered Entity's Protected Health Information. The safeguards must reasonably protect the Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

(ii) **Security of the Covered Entity's Electronic Protected Health Information.** The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality,

integrity, and availability of Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on the Covered Entity's behalf as required by the Security Rule.

(iii) Policies and Procedures. The Business Associate shall maintain written policies and procedures, conduct a risk analysis, and train its workforce.

(d) Subcontractors and Agents. The Business Associate will require any of its subcontractors and agents, to which the Business Associate is permitted by this Agreement or in writing by the Covered Entity to disclose the Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to the Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to the Business Associate under this Agreement.

(e) Prohibition on Sale of Records. As of the effective date specified by HHS in final regulations to be issued on this topic, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

(f) Penalties for Noncompliance. The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

III. Compliance with the Electronic Transactions Rule

If the Business Associate conducts in whole or part electronic Transactions on behalf of the Covered Entity for which HHS has established standards, the Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule.

IV. Obligations of the Covered Entity

The Covered Entity shall notify the Business Associate of:

(a) Any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information;

(b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

VI. Individual Rights

(a) **Access.** The Business Associate will, within twenty-five (25) calendar days following the Covered Entity's request, make available to the Covered Entity or, at the Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of the Covered Entity's Protected Health Information about the individual that is in the Business Associate's custody or control, so that the Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the individual shall have the right to obtain, from the Business Associate, a copy of such information in an electronic format. The Business Associate shall provide such a copy to the Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the individual or the Covered Entity.

(b) **Amendment.** The Business Associate will, upon receipt of written notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of the Covered Entity's Protected Health Information, so that the Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) **Disclosure Accounting.** To allow the Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528.

(i) **Disclosures Subject to Accounting.** The Business Associate will record the information specified below ("Disclosure Information") for each disclosure of the Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that the Business Associate makes to the Covered Entity or to a third party.

(ii) **Disclosures Not Subject to Accounting.** The Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of the Covered Entity's Protected Health Information if the Covered Entity need not account for such disclosures.

(iii) **Disclosure Information.** With respect to any disclosure by the Business Associate of the Covered Entity's Protected Health Information that is not excepted from disclosure

accounting, the Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) Disclosure Information Generally. Except for repetitive disclosures of the Covered Entity's Protected Health Information as specified below, the Disclosure Information that the Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which the Business Associate made the disclosure, (3) a brief description of the Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

(B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of the Covered Entity's Protected Health Information that the Business Associate makes for a single purpose to the same person or entity (including the Covered Entity), the Disclosure Information that the Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last repetitive accountable disclosures.

(iv) Availability of Disclosure Information. The Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates (three (3) years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). The Business Associate will make the Disclosure Information available to the Covered Entity within fifty (50) calendar days following the Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by the HHS with respect to disclosures related to an Electronic Health Record, the Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual.

(d) Restriction Agreements and Confidential Communications. The Business Associate will comply with any agreement that the Covered Entity makes that either (i) restricts use or disclosure of the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that the Covered Entity notifies the Business Associate in writing of the restriction or confidential communication obligations that the Business Associate must follow. The Covered Entity will promptly notify the Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct the Business Associate whether any of the Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. The Business Associate will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and

is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

VII. Breaches and Security Incidents

(a) Reporting.

(i) Privacy or Security Breach. The Business Associate will report to the Covered Entity any use or disclosure of the Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of the Covered Entity's Unsecured Protected Health Information. The Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. The Business Associate will make the report to the Covered Entity's Privacy Official not more than fifty (50) calendar days after the Business Associate learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, the Business Associate may delay notifying the Covered Entity for the applicable time period. The Business Associate's report will at least:

- (A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;
- (B) Identify the Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;
- (C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;
- (D) Identify what corrective or investigational action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
- (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and
- (F) Provide such other information, including a written report, as the Covered Entity may reasonably request.

(ii) Security Incidents. The Business Associate will report to the Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of the Covered Entity's Electronic Protected Health Information or (B) interference with the Business Associate's system operations in the Business Associate's information systems, of which the Business Associate becomes aware.

VIII. Term and Termination

(a) **Term.** The term of this Agreement shall commence on the Effective Date and terminate when all Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) **Right to Terminate for Cause.** The Covered Entity may terminate this Agreement if it determines, in its sole discretion, that the Business Associate has breached any provision of this Agreement, and upon written notice to the Business Associate of the breach, the Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in the Covered Entity's notice of termination.

(i) Return or Destruction of Covered Entity's Protected Health Information as Feasible.

Upon termination or other conclusion of this Agreement, the Business Associate will, if feasible, return to the Covered Entity or destroy all of the Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Covered Entity's Protected Health Information. This provision shall apply to the Covered Entity's Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Further, the Business Associate shall require any such subcontractor or agent to certify to the Business Associate that it returned to the Business Associate (so that the Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(ii) **Procedure When Return or Destruction Is Not Feasible.** The Business Associate will identify any of the Covered Entity's Protected Health Information, including any that the Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to the Covered Entity or destroyed and explain why return or destruction is infeasible. The Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(iii) **Continuing Privacy and Security Obligation.** The Business Associate's obligation to protect the privacy and safeguard the security of the Covered Entity's Protected Health

Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

IX. Miscellaneous Provisions

- (a) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.
- (b) **Inspection of Internal Practices, Books, and Records.** Upon reasonable prior written notice, the Business Associate will make its internal practices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Information available to the Covered Entity and to HHS during regular business hours to determine compliance with the Privacy Rule.
- (c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects the Business Associate or the Covered Entity's obligations under this Agreement, this Agreement will automatically amend such that the obligations imposed on the Business Associate or the Covered Entity remain in compliance with the final regulation or amendment to the final regulation.
- (d) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- (e) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (f) **Survival.** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- (g) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- (h) **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested, by overnight delivery, or facsimile or electronic mail transmission with receipt acknowledged. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.
- (i) **Entire Agreement; Modification.** This Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the parties.
- (j) **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

"Business Associate" – AssetWorks Risk Management Inc. dba Go Solutions

Signature: _____

Print Name: _____

Title: _____

Date: _____

"Covered Entity" – Liberty Charter School

Signature: _____

Print Name: _____

Title: Board Chair

Date: 7/14/22

Signature: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

"Business Associate" – AssetWorks Risk Management Inc. dba Go Solutions

Signature: [Signature]
Print Name: Christian Gutierrez
Title: General Manager
Date: 07/26/2022

"Covered Entity" – Liberty Charter School

Signature: [Signature]
Print Name: [Signature]
Title: Board Chair
Date: 7/14/22

Signature: _____
Print Name: _____
Title: _____
Date: _____

Occupational Therapy Service Contract

This agreement for occupational therapy services is entered into by and between Foundations Pediatric Therapy PLLC, hereinafter referred to as "Provider", "Occupational Therapist" or "OT" and Liberty Charter School (Nampa) hereinafter referred to as "Liberty" or "school".

Provider agrees to provide the following to Liberty:

To provide Liberty with Occupational Therapy services through the utilization of a qualified, certified and/or licensed occupational therapist or occupational therapy assistant under the supervision of an occupational therapist. The OT/COTA will maintain a current Idaho Occupational Therapy License, and abide by all Idaho licensure rules, ethics, and OT practice guidelines. Provider will also maintain liability insurance and provide documentation as such to Liberty.

To provide screenings, evaluation, and treatment for individual students and/or groups as determined by the IEP team. Provider will supply testing equipment and therapy supplies in order to carry out appropriate assessment and treatment for students.

To maintain necessary records as required by OT Practice Guidelines, therapy reimbursement source- such as Medicaid - and requirements of State Department of Education Special education guidelines.

To provide education and training to school staff on topics related to Occupational Therapy and student performance in school environments upon request.

To provide administrative services necessary for the completion of required reports and records as required by Liberty, OT Practice Act, and Special Education rules and regulations.

To provide all required documentation for meetings as necessary that are specific to student outcomes or school policies; OT / COTA agrees to attend relevant special education meetings as often as possible, either in person or virtual attendance via audio / video conference.

To provide a monthly statement based on a fee of \$75 per hour for all services provided on behalf of Liberty including preparations for treatment, evaluations, scoring, eligibility / IEP write ups, meetings, training and all related administrative work including scheduling, documentation, checking and responding to emails, parent or teacher correspondence, etc.

Liberty agrees to the following:

To provide adequate space in which Occupational Therapy can be delivered in accordance with program philosophy.

To make records / information available to Provider on students receiving or being considered for special education services.

To provide consumable materials (e.g. diagnostic, therapy) necessary for therapy assessment, management, implementation such as assessment protocols, adaptive paper or pencil grips, pencils, white board markers, erasers, etc.

To provide therapy materials too difficult to transport by the Provider but which are determined to be necessary for student outcomes or safety, such as a therapy mat or white board, etc. All materials purchased must be approved by Liberty prior to purchase and will remain with the school.

To provide materials deemed necessary for implementation of student's IEP such as adaptive activity chair, therapy mats, slant boards, wiggle seat, etc. that will remain with the student.

To reimburse Provider at the rate set forth above for all services provided by an OT / COTA on behalf of Liberty including preparations for treatment, evaluations, scoring, eligibility / IEP write ups, meetings, training and all related administrative work including documentation, checking emails, parent or teacher correspondence, etc.

To remit payment within thirty (30) days of receipt of invoice statement. A service charge will be applied to late payments at the rate of one percent (1%) per month for each statement past due.

Other Terms

The terms of this Agreement shall begin on the date of execution and cease on June 30, 2023, with automatic renewal annually unless either party terminates the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other. Provider agrees to begin services with the date designated by Liberty as "start date" and will determine in joint agreement with Liberty which day / days are best suited for meetings and / or treatment.

Liberty agrees to retain all required records for provision of Provider services for a period of three (3) years or the length required by law whichever is more.

Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations determined in accordance with the laws of the State of Idaho.

The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 14 day of July, 2022.

Liberty Charter School

By: [Signature]

(Print Name): [Signature]

Provider

By: T. Pollock

Tiffany Pollock, OTR/L,
Foundations Pediatric Therapy PLLC

Contract for School Psychologist Services

Liberty Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Liberty Charter School beginning August 1st, 2022 and ending June 30, 2023 with automatic renewal unless either party terminates the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

Provider agrees to provide the following services as an independent contractor:

1. To provide the Charter School with School Psychological services as a qualified and certified school psychologist.
2. To provide screenings, evaluations, consultations, Medicaid billing, participate in meetings and report writing as requested and needed by the Charter School within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter School and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter School agrees to:

1. Pay for services at the rate of \$125.00 an hour on a monthly basis.
2. Provide needed records and materials to provide these services.

Agreed and Accepted by:

Name: Leena Weaver Title: School Psychologist Date: 6/20/2022

Name: [Signature] Title: Board Chair Date: 7/14/22



Customer: Liberty Charter School District
 Created By: Andrea True
 New Contract
 11/19/2021
 Proposal Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the "Order") is entered into by and between Active Internet Technologies, dba Finalsite ("Finalsite") and Liberty Charter School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at <http://www.finalsite.com/agreements> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "Effective Date" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

Customer is a party to a services agreement with SchoolPointe (the "SP Agreement") for the provision of certain software solutions and services ("Services"). Effective June, 2021, SchoolPointe became part of Finalsite, a premier provider of web-based software solutions for the education community. At that time, Finalsite became a successor-in-interest to SchoolPointe and the owner of the SchoolPointe software solutions and service offerings.

As described in this Order, Finalsite provides a robust suite of service offerings, including those with similar functionality to the Services utilized by Customer under the SP Agreement. As of the Effective Date of this Order, Finalsite has commenced streamlining its service offerings for the benefit of its combined customer base. Finalsite plans to migrate SchoolPointe customers to the Finalsite solutions, including "Composer" CMS service offering, in accordance with Finalsite's migration plan for SchoolPointe customers.

As of the Effective Date, this Order, together with the Finalsite Master Terms (collectively, the "Finalsite Agreement") replaces and supersedes the SP Agreement, which is of no further force and effect. Customer will continue to have access to the Services utilized under the SP Agreement in accordance with the terms of the Finalsite Agreement until the migration to the Finalsite solutions is complete.

A mutually acceptable date for migration will be finalized between Customer and Finalsite, no later than December 31, 2022.

This Order does not supersede any current invoices issued under the SP Agreement. All fees and expenses incurred by Customer under the SP Agreement are due and payable as of the Effective Date of this Order and all outstanding invoices reflecting such amounts remain in full force and effect.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package

SchoolPointe Composer Upgrade

The Statement of Work ("SOW") for this Creative Services Package can be reviewed here <https://www.finalsite.com/sow-schoolpointe-conversion>

Composer CMS Platform

Core Communications Platform - SchoolPointe Conversion

View a detailed description of what's included in your software package here <https://www.finalsite.com/spc>

Products Included in Core Communications

Admin Users / Editors - 3 per school	HTTPS Implementation
Admins with ticketing rights - 1 per school (pooled)	Integrated Site Search - Basic
Calendar Manager	Knowledge Base
Cloud Storage (GB) Bandwidth 25GB 25GB transferred/month	Mobile-Friendly, Responsive Design
Drag-and-Drop Page Elements	News/Blogs via Finalsite Posts (# of Boards) - 4 per school



Customer: Liberty Charter School District
 Created By: Andrea True
 New Contract
 11/19/2021
 Proposal Valid for 30 days

Faculty/Staff Directory (public facing)	Page-Based Notifications (Page Pops)
FERPA-compliant Hosting Security & CDN	Published Pages (Unlimited)
Forms Manager - 5 per school (pooled)	Resources (Media, Galleries, Document Library)
Finalsite Composer Content Management System	Self-Paced LMS and Live Webinar Training
Granular Permissions	Support Plan - SchoolPointe

Additional Products or Services Purchased:

Modules	
iOS/Android App	
SchoolPointe	
SchoolPointe Branded App	SchoolPointe CMS



Customer: Liberty Charter School District
Created By: Andrea True
New Contract
11/19/2021
Proposal Valid for 30 days

Special Provisions:

SchoolPointe CMS and SchoolPointe Branded App are to be deactivated by June 30, 2022

Services: Initial Term and Fees:

The initial term of this Order is for the (4) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Nov 01 2021	\$ 0
Period 2 - Jul 01 2022	\$ 3,916
Period 3 - Jul 01 2023	\$ 4,216
Period 4 - Jul 01 2024	\$ 4,516



Customer: Liberty Charter School District
 Created By: Andrea Truc
 New Contract
 11/19/2021
 Proposal Valid for 30 days

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (3) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Liberty Charter School District
DocuSigned by: Signature
CE24B9BBA8224D7
Name (printed) Brett Stimpson
Title (printed) Technology Director
Date 11/19/2021

Active Internet Technologies ("AIT")
DocuSigned by: Signature
590AB97891BB4F7
Name (printed) Jim Calabrese
Title (printed) Chief Financial Officer
Date 11/19/2021

DS
BS

As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ("SOW") and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.



Customer: Liberty Charter School District
 Created By: Andrea True
 New Contract
 11/19/2021
 Proposal Valid for 30 days

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact	Alane McKnight
Title	clerk
Address	9955 Kris Jensen Ln
City, State Zip	Nampa, ID 83686
Phone	208-466-7952
Email	clerk@libertycharterschool.com

Project Contact	Brett Stimpson
Title	Technology Director
Phone	208-466-7952
Email	bstimpson@libertycharterschool.com

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)	Rebecca Stallcop
Title	Administrator
Email	rebeccastallcop@libertycharterschool.com

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.

SchoolPointe Agreement Summary

Contract Dates	
Start Date	Expiration Date
02/23/2021	06/30/2024

Contract "Parties"	
SchoolPointe, a Delaware Corporation "SP"	Liberty Charter School "SCHOOL"
3248 West Henderson Road, Suite 100	9955 Kris Jensen Lane
Columbus, Ohio, 43220	Nampa, ID 83686

One-Time Setup Pricing Details	
Product/Service	Amount
Website Development: Custom Design	\$2,000.00
Content Transfer	\$1,200.00

Recurring Annual Pricing Details	
Product/Service	Amount
Website, CMS, & Unlimited Hosting	\$3,616.00

Payment Schedule	
Date	Amount
02/23/2021	\$3,200.00
07/01/2021	\$3,616.00
07/01/2022	\$3,616.00
07/01/2023	\$3,616.00

SchoolPointe Master Service Agreement

1. Term

The term of the Agreement is as stated in the SchoolPointe Agreement Summary, except as otherwise provided in this Agreement. This Agreement will automatically renew for successive one (1) year periods if SCHOOL does not notify SP of their intent to discontinue services ninety (90) days prior to the then-current term.

2. Services

SP agrees to develop, implement, and maintain products for SCHOOL as set forth in SchoolPointe Agreement Summary and Appendix A, including the development of all software for the products (the products and all software development in connection therewith and hereinafter together referred to as the "Services").

3. Payments

For the services rendered hereunder, SCHOOL agrees to pay SP the amounts according to the payment schedule set forth in SchoolPointe Agreement Summary.

- (a) SP will provide SCHOOL with invoices of the current Services being provided at the time the invoice is generated.
- (b) Optional modules and services may be requested by SCHOOL at any time, at which time the amounts and payment schedule will be modified accordingly.
- (c) A convenience fee of three (3) percent of payment due will be assessed to any payment received by credit or debit card.
- (d) A late fee of five (5) percent of payment due may be assessed to any payment not received net thirty (30) days of the invoice generation date.
- (e) Non-payment of invoiced amounts beyond ninety (90) days of the invoice generation date may result in Service discontinuation until all outstanding amounts have been satisfied.

4. Cooperation

Parties acknowledge and agree that successful development and implementation of the Services so as to become operational SCHOOL's specified domain shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment by SCHOOL of the obligations set forth in Section 6.

5. SP Obligations

In addition to providing SCHOOL with full, good faith cooperation and such information as may be required by SP in order to develop and implement the Services, SP shall:

- (a) not sell advertising space on the SCHOOL's Services. Nothing in this Agreement prohibits the sale of advertising by the SCHOOL or the use of SCHOOL's Services to recognize sponsorship of SCHOOL programs.
- (b) act or refuse to act such that its actions must uphold FERPA, COPPA, the SCHOOL's state privacy laws, and all other state and federal regulations regarding the privacy of staff, students, and faculty. SP is only responsible for its own actions, and is not responsible for content uploaded or content and/or practices specifically authorized by SCHOOL personnel.
- (c) provide data security consistent with standard practices in the industry, and will not provide any SCHOOL data to third parties or make any use of such data whatsoever outside the use provided for in this Agreement without the express written permission of the SCHOOL. SP will immediately inform the SCHOOL of any security breaches involving SCHOOL data, and will fully cooperate with the SCHOOL's Director of Technology in investigating and defending against intrusions into the SCHOOL system that involve SP server or networks. The SCHOOL will avoid, where possible, transmission of any data to SP that is confidential.
- (d) assist the SCHOOL in complying with the SCHOOL's state public record laws, records retention legislation, and other applicable laws and regulations. The SCHOOL will respond to any such requests, with SP's cooperation if necessary. SP will immediately notify the SCHOOL of any request made directly to it for the SCHOOL data. SP will archive changes to the SCHOOL's Services consistent with SCHOOL's policy on records retention.

6. SCHOOL Obligations

In addition to providing SP with full, good faith cooperation and such information as may be required by SP in order to develop and implement Services, SCHOOL shall:

- (a) provide SP with specific and detailed information concerning SCHOOL's work flow, procedures and transaction volumes as they relate to applications of the Services;

- (b) setup, format, and make available to SP the files and tables specified by SP.
- (c) make available to SP, personnel of SCHOOL for testing the Services and training users of the Services.
- (d) provide one employee of SCHOOL to act as a coordinator of all SCHOOL activities in connection with development of the Services, and to supervise all projects undertaken by SCHOOL in connection with the modification, preparation, installation, or use of the Services;
- (e) in general, to provide all information and access to key personnel needed to develop and implement the Services.

7. Termination with Cause

In the event that the SCHOOL can prove that it is financially impossible to allocate on their budget the amounts payable to SP required under the Agreement, then SCHOOL may terminate the Agreement upon ninety (90) days written notice to SP of this qualifying event. Either party shall have the right, with cause, to terminate this Agreement upon ninety (90) days written notice to the other party upon:

- (a) violation or breach, by its officers or employees, of any provision of this Agreement, including but not limited to confidentiality and payment. In the event that there is a breach of this Agreement the breaching party will have sixty (60) days from the receipt of the notice of the breach to rectify the breach. If the condition has been satisfactorily resolved this Agreement shall remain in full force;
- (b) termination of the business;
- (c) voluntarily or involuntarily filing of a bankruptcy petition or similar proceeding under state law; or

(d) becoming insolvent or making any assignment for the benefit of creditors. Notwithstanding termination of this Agreement, the obligations of the parties contained in **Sections 9-12 inclusive, 15, and 18** shall survive the termination of this Agreement and continue in perpetuity.

8. Termination Without Cause

In the event that SCHOOL terminates this Agreement without cause, SCHOOL will be responsible to pay SP liquidated damages, not to be construed as a penalty, in the amount of 100% of the sum of all remaining payments described in **Section 3** of this Agreement. Any such payments must be received within ten (10) days of the proposed date of termination. If such payment is not received, the termination notice will be considered void and the contract, along with all regularly required payments, will remain in full force and in effect until all payments due under this contract are received.

9. Title to Software

Parties agree that the software code used to operate the Services under this Agreement is sole property of SP. Parties also agree that all data entered into the Services is owned by the SCHOOL. Further, receipt by SP of the final payment due under this Agreement, title to the software code utilized to run the Services and all derivative works developed there from and all copies thereof shall remain the property of SP. Transfer of ownership of the aforementioned software code to SCHOOL will only occur in the event SP ceases business operations while this Agreement is in force and all payments are current or at the termination of this Agreement.

10. Title to SCHOOL Marks and Intellectual Property

Parties agree that the name, associated logos, the names of individual buildings, and all content uploaded by or received from the SCHOOL is the property of the SCHOOL, and may not be reproduced or used outside the terms of this Agreement.

11. License to SP

Subject to the terms and conditions of this Agreement, SP shall have a perpetual, worldwide, royalty-free irrevocable license to use the software code used to develop the Services and all derivative works developed there from. Parties acknowledge that SP develops software and web applications as its primary business function and may at SP's sole discretion sell applications that may have similar functionality, in part or in whole, as the software code developed to operate the Services before and after the termination of this Agreement.

12. Digital Millennium Copyright Act ("DMCA")

Parties agree to follow all sections of the DMCA. Parties agree not to knowingly post any copyrighted information and/or receive any direct financial benefit from the posting of copyrighted information on any website controlled, designed, and/or operated by SP. Parties agree to expeditiously remove, or disable access to, any allegedly copyrighted infringing materials from its website upon the actual knowledge of infringing activity and/or material, or upon the valid notification of claimed infringement by an owner of copyrighted material or an agent thereof. Parties further agree that they will not interfere with the standard technical measures within the copyright industry. SCHOOL agrees to promptly notify SP of any notification received by SCHOOL from an alleged copyright owner of any alleged copyright violations. Parties agree that SP retains the right to terminate its relationship with SCHOOL, with cause, in the event that SCHOOL repeatedly violates the copyright protects of valid copyright owners.

13. Non-Disclosure

Parties shall take all steps necessary to maintain the Services in confidence and shall not, nor shall it permit its employees, or its permitted agents or consultants to sell, transfer, disclose, display or otherwise make accessible any confidential information relating to the Services, or any copies thereof, in whole or in part, to any third party without written consent. Any unauthorized use of confidential or proprietary information without written consent will result in damages due to the breaching party. If either party is required to secure legal assistance to recover any amount of damages the prevailing party will be entitled to legal fees as stated in **Section 21** of this Agreement.

14. Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Ohio. Parties to this Agreement hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith, hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objection or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts.

15. Complete Contract and Amendments

This Agreement together with any Appendices attached hereto, supersedes all prior agreements and understandings between the parties hereto for performance of the services described herein, and constitutes the complete agreement and understanding between the parties hereto unless modified in writing, signed by both parties.

16. Notices

Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by recognized overnight courier to the party receiving such communication at the recipient party's address.

17. Non-Solicitation

SCHOOL recognizes that the employees and agents of SP, and such employee agents' loyalty and service to SP, constitute a valuable asset of SP. Accordingly, SCHOOL hereby agrees not to knowingly and directly or indirectly make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or otherwise engaged by SP within two (2) years of such person's employment or other engagement by SP. This time period will only be waived in the event that SP either discontinues operation prior to the expiration of the term or if SP provides SCHOOL with a written waiver to this provision.

18. Force Majeure

Except as to the payment of money by the due date required under this Agreement, which will in no event be excused hereunder, neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

19. Assignment

SP may assign or transfer, at its sole discretion, without prior consent of SCHOOL, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

20. Equitable Relief

Parties acknowledge and agree that irreparable harm would result in the event of a breach or threat of a breach by either party of this Agreement. In such an event, and notwithstanding any other provision of this Agreement, the non-breaching party shall be entitled to a restraining order, order of specific performance, or other injunctive relief, without showing actual damage and without bond or other security. The remedies under this section are not exclusive, and shall not prejudice or prohibit any other rights or remedies under this Agreement or otherwise.

21. Attorney's Fees

In the event either party is required to obtain legal assistance (including, but not limited to, in-house counsel) to enforce its rights under this Agreement, or to collect any monies due for Services provided or damages sustained, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and or collecting its monies.

22. Indemnification

Parties shall indemnify and hold harmless the other from any claim, cause of action, loss, damage, cost and expense, judgement, order civil and criminal penalty, forfeiture and/or assessment against either party asserted by or awarded to, any third-party arising from or related to acts committed solely by the other party. Notwithstanding anything in this Agreement to the contrary, SCHOOL expressly reserves the right to assert, in whole or in part, the defense(s) of governmental or sovereign immunity to the extent permitted under the laws of the State of Ohio.

23. Independent Contractors

Parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, joint venture, partnership (in relation to ownership of either entity), or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither SP or SCHOOL nor any of their respective agents or employees shall control or have any rights to control the activities of the other party in carrying out the terms of this Agreement. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind, and SP is not responsible for any payroll withholding obligations of any nature whatsoever arising as a consequence of this Agreement, including, without limitation, withholding of federal and/or state taxes, FICA (social security) taxes, unemployment insurance taxes, and disability insurance taxes.

24. Headings

The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning of interpretation of this Agreement.

25. Severability

In the event that one or more provision(s) of this Agreement are deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

26. Negotiated Agreement

This Agreement is the result of negotiations between the parties both of whom are deemed the craftsman of this Agreement.

Appendix A: Service Level Agreement

This Service Level Agreement ("SLA") governs the Services in **Section 2** of this Agreement ("Services") provided under the SchoolPointe Terms and Conditions agreed to by each user of the Services ("Customer") and SchoolPointe, Inc. ("SP").

Description and Objections

Services will be measured on the basis of the following Service Level Objectives ("SLA Objectives"): Site Availability ("Availability") and Notification of Scheduled Maintenance and Mean Time to Respond ("MTTR"). The SLA provides for twenty-four (24) hours a day, seven (7) days per week coverage of the SLA. The SLA does not apply before the official implementation date or ("Go Live Date") of Services contracted by a customer.

Availability

The SLA Objectives for Availability are as follows:

Component	Description	Up-Time Percentage
Public Website	The public facing website accessible to end users.	99.9% (about 45 min/month)
CMS Admin Portal	The area for the customer to administer the site content and settings.	99.9% (about 45 min/month)
CMS Branded App	A stand alone branded mobile app available for parents and community members to download to access school information and receive push notifications	99.9% (about 45 min/month)
CMS Mobile App	A mobile app available for parents and community members to download to access school information and receive push notifications.	99.9% (about 45 min/month)
FacilityPointe "FMS"	A system that allows control and management of all resources, resource requests and maintenance requests.	99.9% (about 45 min/month)
Formality	A system that allows control and management of all resources, resource requests and maintenance requests.	99.9% (about 45 min/month)
Learning Management System "LMS"	The area in which the customer, students and parents interact/communicate.	99.9% (about 45 min/month)

Availability will be measured in sliding three (3) month windows, based on the average of actual minutes of of Services availability as a percentage of the corresponding total available minutes for the three (3) month window, and will be calculated as follows:

Availability= (Calendar Months Minutes - Excluded Minutes - Outage Minutes) / (Calendar Months - Excluded Minutes) X 100

Other SLA Objectives

Other SLA objectives covered under the SLA include the following, which will be measured on a best effort basis:

Other SLA Objectives Descriptions	
Scheduled Maintenance: We will notify the customer of all significant maintenance to Services.	Notification: No less than twenty-four (24) hours prior to the maintenance window unless changes are to address a Critical or Major issue. Maintenance for All Components: If service will be interrupted, the implementation will be restricted to off-peak hours.
Mean Time to Respond ("MTTR"): SP will respond to and resolve customer support tickets within a reasonable amount of time.	Response/Resolution time by request category: <ul style="list-style-type: none"> • Low/Informational: No Time Frame • Minor: 48 hours or less • Major: 24 hours or less • Critical: 12 hours or less
Other SLA Objectives Definition	
	Definition of Classifications: SP will take notice of severity level of request from customer, but will assess and classify the level of request based on its own assessment. In assessing the level of request classification, SP will utilize the following categorizations: <ul style="list-style-type: none"> • Low/Informational: A notification of information or a request that does not have immediate urgency. • Minor: A notification of a support request item with low impact and/or individual user impact. • Major: Service impact for items with at least 50% of users with little to no workarounds. • Critical: Service outage.
Step Description	
Submitting a Support Request: The following steps should be followed when reporting an outage with SP:	
Step One	<ul style="list-style-type: none"> • Contact customer support via Live Chat or via Email at support@schoolpointe.com
Step Two	<ul style="list-style-type: none"> • For minor and low/informational issues, call customer support during normal business hours (Monday through Friday 8:00 AM EST to 5:00 PM EST) at (866) 545-2549 • For critical and major issues call customer support 24/7/365 at (866) 545-2449

Proactive Measures for Objective Completion


P has gone to great lengths to ensure that we exceed all of the objectives detailed in this SLA. Below is a summary of the steps that SP have taken to ensure all objectives are able to be met consistently:

- **Enterprise Monitoring:** SP utilizes enterprise-grade application and server monitoring for both proactive and historical response. The monitoring system in use will alert SP in the even of and service outage or if various metrics are outside set thresholds.
- **Backups:** SchoolPointe is committed to safeguarding customer data. Database backups are performed on a daily and monthly basis and are retained for the following periods:
 - **Daily backups:** 1 Month
 - **Monthly backups:** 1 Year

Master Service Agreement Authorization

IN WITNESS WHEREOF, the Parties have executed the master service agreement(s) as of: 02/23/2021

SP, a Delaware Corporation


signature3b522fd4-f7b9-1921-8d25-77b971b83018

Authorized Signer: Nathaniel Koverman

Title: Director of Revenue & Analytics

Liberty Charter School
a School organized under the laws of: Idaho


signature25220710-9144-443c-84c5-ec80fadd3c30

Authorized Signer: Brett Stimpson

Title: Director of Technology

First Amendment to Terms and Conditions

This First amendment to the Terms and Conditions ("Terms") which is attached to and incorporated into the Master Service Agreement entered into on March 19, 2019 by and between Fatbeam, LLC ("Fatbeam") and Liberty Charter School ("Customer") is effective on July 1, 2022 ("First Amendment"). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Master Service Agreement or Terms.

RECITALS

WHEREAS, Fatbeam and Customer are parties to the Terms which is attached to and incorporated into that certain Master Service Agreement entered into on March 19, 2019 ("Agreement");

WHEREAS, Fatbeam and Customer seek to amend the Agreement to document the specific needs of the Parties, as more fully provided below.

NOW, THEREFORE, in consideration of the foregoing, Fatbeam and Customer hereby agree as follows:

1. **Service Term.** Per Managed Internet Access Agreement, signed March 19, 2019, section 3, this amendment is to exercise the 1st of (3) 3yr renewal options. This will leave (2) 3yr auto renewal option available in the original contract

300M Internet at 9955 Kris Jensen Ln, Nampa, ID 83686

MRC - \$1400.00

Contract term will be July 1, 2022 thru June 30, 2025.

2. **Agreement in Full Force and Effect.** Except as provided above, the Agreement is unmodified hereby and remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this document as of the date and year first above written.

FATBEAM, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Liberty Charter School

Signature: _____

Name: _____

Title: Board Chair

Date: 3/15/22

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement (the "Agreement") is effective July 30, 2021, between Liberty Charter School, Inc. (the "School"), a charter school organized and existing under the laws of the State of Idaho, with its head office located at:

9955 Kris Jensen Way
Nampa, ID 83686

And: BMed, Inc. ("BMed"), a corporation organized and existing under the laws of the State of Idaho, with its head office located at:

BMed, Inc.
2422 12th Ave Road, #356
Nampa, Idaho 83686-6300

WHEREAS the School operates a Harbor School Method™ charter school (the "Program");

WHEREAS BMed is the founder of the Harbor School Method™, an effective method for elementary and secondary education, owns the copyright and has knowledge and expertise in the area of establishing, developing, operating and managing Harbor School Method™ charter schools;

WHEREAS the School wants to continue the Harbor School Method™ and considers that BMed's expertise will enable the School to successfully operate its Program and ensure it meets all of the qualifications and requirements necessary to operate as a Harbor School Method™ charter school;

WHEREAS BMed has represented to the School that it shall, during the term of this Agreement be primarily responsible for the provision of the services to be provided hereunder;

WHEREAS the School wishes to engage BMed to provide the Harbor School Method™ to the School on the terms and conditions set out below, to assure that such method is properly and consistently implemented, and BMed is prepared to enter into the present Agreement with the School;

WHEREAS, the parties desire to clarify that the annual fees hereunder have always been intended to be fixed annual fees of Fifteen Thousand and 00/100 Dollars (\$15,000.00), that said Fifteen Thousand and 00/100 Dollars (\$15,000.00) shall be upon the retirement of BMed founder, Rebecca Stallcop retires from her position as School Administrator. Until that time BMed will be paid the annual sum of One

Hundred and 00/100 Dollars (\$100.00);

WHEREAS, the Parties desire to clarify that the intended purpose of this Agreement is for the School to have available and to use the Harbor School Method™ and to have the assistance and review by BMed to assure that such educational method is properly implemented; and

WHEREAS, the School and BMed are parties to an Agreement dated June 1, 2012, as amended on February 14, 2013, August 11, 2016, and further amended March 11, 2020 and hereby agree to further clarify the terms of that Agreement in its entirety as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT

The School hereby engages BMed to provide consultation, expertise and review in the operation of the School under the Harbor School Method™ as specifically set out in the Agreement and such services as may, from time to time, be requested by the School. Such services shall be provided by BMed and through such other agents and supervisors as may be named by BMed.

2. TERMS AND RENEWAL

- 2.1 The terms of the Agreement shall run until July 30, 2026, being not later than five (5) years from the date of this Agreement unless sooner terminated or subsequently continued in accordance with the terms and conditions of the Agreement.
- 2.2 BMed may offer to renew this Agreement in accordance with the terms and conditions hereof for further periods of five (5) years each by giving notice in writing to the School not later than two (2) months prior to the expiration of this Agreement or the renewal thereof. Such notice shall include BMed's proposal for any changes in terms or conditions of this Agreement. The School shall communicate its acceptance of such offer by giving notice in writing thereof to BMed no later than two (2) weeks after receipt of the said offer. Any proposed changes in the service fees or other terms and conditions shall be agreed upon in writing between the parties.
- 2.3 Failing such renewal and acceptance thereof, this Agreement shall terminate at the end of the term or of the renewal term, as the case may be, without further notice.

3. FEES AND PAYMENTS

- 3.1 BMed shall be paid an annual fee for its services for each subsequent year in the amount of One Hundred and 00/100 Dollars (\$100.00), until

Rebecca Stallcop retires, at which time the annual fee will immediately increase to Fifteen Thousand and 00/100 (\$15,000.00) annually. An invoice for said fee shall be submitted on or before July 1 of each year to the School's Governing Board and said fees shall be fixed as set forth above for the balance of this Agreement; which is the same annual fee that has been charged since the inception of this Agreement. The Parties further clarify that there is no deferral of fees, and that all fees are present, due and owed at that the time of the invoice, and that no additional fee shall be assessed or paid at any time, for any reason, unless specifically agreed to in writing by both Parties.

4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BMed

BMed's rights, duties and responsibilities towards the School shall include, but not be limited to the following services and actions to assure that the Harbor School Method™ is properly followed:

- Review all emails from the Administrator(s) to board members, staff, and parents;
- Provide input, guidance and training that is consistent with the Harbor School Method™ to School administrator(s) on personnel, parent and student issues as those issues occur;
- Review and advise on projected School budgets prior to their submission by the Administrators to the School's Governing Board for board approval;
- Review and advise on School purchases;
- Review and advise on staff evaluations, including related pay increases and/or raises prior to their submission by the School's Governing Board for board approval;
- Conduct random onsite evaluations and reviews at BMed's discretion;
- Evaluate and determine whether the School meets Harbor School Method™ criteria and whether the School will retain the Harbor School Method™ designation. A copy of the Harbor School Method™ criteria is attached to this Agreement as Exhibit A.

5. DEFAULT AND TERMINATION

5.1 The School shall be deemed to be in default under this Agreement upon the occurrence of any of the following events:

- (a) The School becomes insolvent and/or the School's charter is revoked;
- (b) The School fails, refuses or neglects to promptly pay any monies owing BMed when due under this Agreement;
- (c) BMed in its discretion determines that the School has failed to properly follow the Harbor School Method™.

5.2 BMed shall be deemed to be in default under this Agreement at the occurrence of any of the following events:

- BMed fails, refuses or neglects to promptly perform any obligations owing to the School under this Agreement.

5.3 Upon the occurrence of any event of default outlined in Paragraph 5.1 or 5.2 above, the party not in default shall be entitled, at its option, to immediately terminate this Agreement.

5.4 Upon termination of this Agreement by either party, the School will no longer be an approved Harbor Method School™, will have no right to use the Harbor School Method™ and shall remove the Harbor School Method™ designation from all materials, including but not limited to, curriculum, web sites, advertising materials, and charter school documents.

6. INCAPACITY

In the event Rebecca Stallcop, President and Founder of BMed, Inc., becomes incapacitated for any reason or in the event of her death, Seth Stallcop, Mark A. Wachsmuth, and two Harbor Method Founders will succeed her and have equal control of BMed; in such event, this Agreement and all of the provisions will continue to be binding upon the parties.

7. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

7.1 It is understood, agreed and acknowledged by the Parties that this Agreement does not create any fiduciary relationship between them, and that nothing in this Agreement is intended to, nor shall it be construed to constitute a joint venture or any other type of partnership.

7.2 The School agrees to hold BMed harmless from any liability under any contract entered into with any third party relating to this Agreement, and to reimburse BMed the amount of any expense with BMed may make or incur in connection with such contracts.

7.3 The School further undertakes to Indemnify and hold harmless BMed from any claim made by any person for any relief whatsoever whether or not arising out of any act or omission of BMed or any person acting under its supervision, whether or not the claim is well-founded.

7.4 The Parties agree that the Board of Directors, by majority action, maintains sole and exclusive control over the School and all matters pertaining thereto, except BMed's right to withdraw approval of the Harbor Method™ designation as elsewhere set forth in this Agreement. Furthermore, and in accordance with applicable law, it is the Board President, not the School Administrator, who acts as CEO of the School, and it is the Board that correspondingly bears sole and exclusive responsibility for all actions of the School and its property, including its

loss or destruction.

- 7.5 The Parties agree that no member of BMed, now or in the future, will ever sit as a member of the School's Board of Directors.
- 7.6 BMed understands and agrees that it will not take any tax position inconsistent with or contrary to the School's, and that BMed has no right or interest in the School's net profits, nor does it share any responsibility for the School's losses.

8. SEVERABILITY AND CONSTRUCTION

- 8.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Agreement shall be considered severable, and if, for any reason whatsoever, any article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provision of this Agreement, and the latter shall continue to be given full force and effect by the parties and construed as if such invalid, illegal or unenforceable article, term, condition were omitted.
- 8.2 All captions, titles, headings and article numbers herein have been inserted solely for the convenience of the parties, and none such shall be construed or deemed to affect the meaning or construction of any provision hereof, nor to limit the scope of the provision to which they refer.
- 8.3 All reference herein to the masculine gender shall include the feminine gender and all references herein to the singular shall include the plural, where applicable.
- 8.4 This Agreement constitutes the entire, full and complete agreement between the School and BMed concerning the subject matter hereof, and shall supersede all other agreements, no other representations having induced the School to execute this Agreement. No amendment, change or variance of the Agreement shall be binding upon either party, unless mutually agreed to by the parties and executed by them or their respective authorized employees, officer, or agents in writing.

9. WAIVER

No failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of such condition or breach, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of the

Agreement. In particular, no acceptance by BMed of any payments due to it hereunder shall be deemed to be a waiver by BMed of any preceding breach by the School of any of the terms, conditions or provision of this Agreement.

10. NOTICES

Any and all notices required or submitted under this Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, except in the event of a postal disruption, to the following addresses unless and until a different address has been designated by notice in wiring to the other party:

Liberty Charter School, Inc.
9955 Kris Jensen Way
Nampa, ID 83686

BMed, Inc.
2422 12th Ave Road, 1#356
Nampa, Idaho 83686-6300


11. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, which law shall prevail in the event of any conflict of parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LIBERTY CHARTER SCHOOL, INC.

BMED, INC.


Sheila Bryant, President
Liberty Charter School Governing Board

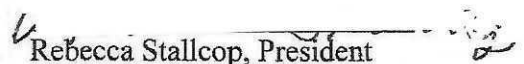

Rebecca Stallcop, President
BMed, Inc.

EXHIBIT A

Harbor School Method™ Criteria

(Attached)

Valley Office Systems Management Approval

AGREEMENT



Valley Office Systems
Ph. 208-529-2777
Fax 208-529-0135

CUSTOMER ("YOU" OR "YOUR")

AGREEMENT NO.:

FULL LEGAL NAME: Liberty Charter School, Inc.

FEDERAL TAX ID #: 82-0512446

ADDRESS: 1063 East Lewis Lane 9955 Kris Ln Nampa, ID 83686

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

Sharp MX-M7570

☐ SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 39

MONTHLY PAYMENT AMOUNT: \$307.05

(*PLUS TAX)

SECURITY DEPOSIT: \$

PURCHASE OPTION: Fair Market Value

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

Valley Office Systems

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

2050 1st St, Idaho Falls, ID 83401-4469

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.

SIGNATURE: X

INDIVIDUAL:

DATE:

SIGNATURE: X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
3. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
4. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
5. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
6. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
7. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
8. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
9. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion:
- (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
- (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
10. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
11. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
12. **DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
13. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
14. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
15. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; and (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned, or electronic signature and our signature shall be sufficient to maintain an enforcement action. Notwithstanding the foregoing, any copy of this Agreement bearing your manual, facsimile, scanned, or electronic signature and that also bears our manually signed signature, relating to this Agreement. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

9 – 12 months: 2 times monthly minimum amount of contract

Valley Office Systems Sales Solutions Terms and Conditions

- COVERAGE:** This contract includes all parts and labor for adjustments and repairs as necessitated by normal use of the machine as determined by Valley Office Systems. Customer agrees to use only approved supply products on copiers covered by this agreement. If service is required due to use of non-approved supplies, customer agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products.
- ITEMS NOT COVERED:** After-hours service, abuse or misuse by customer, neglect, fire, flood, lightning, and other acts of nature or damage resulting from service by unauthorized personnel. The use of unauthorized parts, components, modification or personnel to effect repairs or changes will cause this agreement to be invalid.
- Also excluded from this contract and chargeable to the customer are: staples & paper.
- KEY OPERATOR:** **KEY OPERATOR** – maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operator's manual and to insure that the proper supplies are being loaded correctly.
- EARLY TERMINATION:** Early termination charges will not be assessed if: 1) the customer elects to trade to other equipment offered by Valley Office Systems and covered by a Maintenance Agreement. This replacement equipment must be intended to perform the same functions as the equipment traded in. 2) the customer elects to convert to another Maintenance Agreement and the term of the new agreement is equal to or greater than the remaining term of this agreement at the time of conversion.
- This contract is non-transferable.
- CONTRACT TERMS:** Customer agrees to pay the billed images either on a quarterly or monthly basis. If customer does not pay the amount due hereunder, the following may occur: (1) continuing service of the equipment may be refused, or (2) service will be furnished on a C.O.D. 'per call' basis, and (3) the customer agrees to pay costs and expenses of collection, including any reasonable attorney's fees. Interest will be charged at 1.5% per month after thirty (30) days on any unpaid balance. The parties stipulate that the venue of any legal action brought to enforce or otherwise adjudicate any of the terms of this agreement shall be in Ada County, State of Idaho.
- No terms or conditions, expressed or implied, are authorized unless they appear on the original of the agreement. This contract may not be varied except in writing signed by an officer of Valley Office Systems and agreed to by the customer.
- METER COLLECTION:** Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. V.O.S. will provide a software meter collection tool at no charge while under this agreement. Customer agrees to allow V.O.S. to deploy the software meter collection tool to gather meter readings, toner alerts, and service alerts for V.O.S. supported equipment connected to the customer's network. V.O.S. will assess a \$3.00 per meter collected manually – in person, phone or email should the customer not allow deployment of the meter collection tool. All Data shall be transmitted in a secure manner as outlined in the Security White Papers provided by V.O.S.



Date	9/14/2020
Buyer	
P.D.	0
Sales Rep	Jason Denson

LIBERTY CHARTER SCHOOL
1003 EAST LEWIS LANE 9955 Kms Jensen Ln
NAMPID ID
83686
Contact: Elaine
Phone/Fax: (208) 466-7952

LIBERTY CHARTER SCHOOL	
1063 EAST LEWIS LANE	9955 Kreis Jensen Ln
NAMPA ID	
83686	
Billing Contact	Same
Phone/Fax	Same

Purchase Order	101509	Same
Account Type	Approx. Delivery Date	
	Lease Months	39
	Monthly Payment:	\$307.05

RAW CPP	D.004	Color CPP	0	RAW Base	0	Color Base	0
RAW Printer CPP	0	Color Printer CPP	0	RAW Printer Base	0	Color Printer Base	0
Quantity	Product #						

[illegible]

Comments/Special Instruction						Subtotal	N/A Lease
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type		Sales Tax	
12:00-00 AM	no	no	yes	vos delivery truck		TOTAL AMOUNT	
Delivery Instructions:						Less Payment (Check #)	
Remove Sharp 6070 and take back to ware warehouse.						AMOUNT DUE	
Maintenance Agreement							
Buyer agrees to acquire and Value Office Systems will provide maintenance services at no charge.							
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							

The Buyer agrees to acquire and Valley Office Systems agrees to sell, in accordance with the terms and conditions of this Agreement, the equipment listed above. Customer agrees that this is a complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement.

Customer Acceptance
Authorized Signature _____ Valley Office Systems Sales Representative

Print Name: _____ Title: _____ Date: _____

Rebecca Stallcup, Administrator 9/15/2020

Valley Office Systems Management Approval



AGREEMENT

Valley Office Systems
Ph. 208-529-2777
Fax 208-529-0135

CUSTOMER ("YOU" OR "YOUR")

AGREEMENT NO.:

FULL LEGAL NAME: Liberty Charter School, Inc.

FEDERAL TAX ID # 82-0512446

ADDRESS: 1063 East Lewis Lane 9955 Kris John Nampa, ID 83686

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

Sharp MX-M7570

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 39

MONTHLY PAYMENT AMOUNT: \$307.05

(PLUS TAX)

SECURITY DEPOSIT: \$

PURCHASE OPTION: Fair Market Value

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

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(As Stated Above)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

Valley Office Systems

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

2050 1st St, Idaho Falls, ID 83401-4469

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.

SIGNATURE: X

INDIVIDUAL:

DATE:

SIGNATURE: X

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:



Valley Office Systems
Idaho Falls - Pocatello - Twin Falls - Boise
Jackson WY - Logan UT - Ogden UT

Ship To

1063-EAST LEWIS-LANE. 9955 Kms Jansen Ln
NAMPA, ID 83686

Contact:	Elaine
Contact Phone #	(208) 488-7952
Master Method:	PrintTracker
E-Mail	clerk@libertycharterschool.c

LIBERTY CHARTER SCHOOL

1063-EAST LEWIS LANE 9955 Kms Jensen Ln
NAMPA, ID 83686

Date	9/4/2020
Customer #	
Representative	Jason Denson

Installation and Service Agreement Options

Contract Length (months):	39
Contract Start Date:	

Monthly Base
Billing Amount

Item	Base Rate	Base Allowance	Frequency Billed	Overage	Frequency Billed
B/W	0.004	0	Monthly	0.004	Quarterly
Color	0	0			
B/W Printer	0	0		0	
Color Printer	0	0		0	
If wide-format, billing is per Square foot / Linear Foot				0	

If wide-format, billing is per Square foot / Linear Foot

[illegible]☒ CPC CONTRACT☐ CPC COLOR CONTRACT☐ SERVICE CONTRACT

Contract includes all parts, labor, service drums and supplies. Includes developer and toners. Excludes only paper & staples.

Contract includes all parts, labor, service drums and supplies. Includes developer, black and color toners. Excludes only paper & staples.

Contract includes all parts, labor and service. Excludes all toners.

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the front & back of this agreement correctly set forth the entire agreement between parties.

Customer Acceptance

Authorized Signature/Date: [Signature] / 10/1/11 Print Name: _____

Valley Office Systems Representative

Signature: _____ Date: _____

TERMS: This contract is for twelve (12) months from inception and is automatically renewed for successive twelve (12) month periods unless written cancellation notice is received by either party thirty (30) days prior to the end of the current term. In order to continue providing quality service, the cost of the Maintenance Agreement may be escalated on the anniversary date upon renewal. The contract will not be increased more than Fifteen percent upon renewal. Early termination of this agreement may take place; however, the following fees will be collected if cancellation takes place between:

1-4 months: 4 times monthly minimum amount of contract
5-8 months: 3 times monthly minimum amount of contract

9-12 months: 2 times monthly minimum amount of contract



Swiftreach Networks, LLC
492 Old Connecticut Path
Framingham, MA 01701
www.swiftreach.com

Renewal Order Form

Liberty Charter School Initial: **BS**

Billing Information

Liberty Charter School
9955 Kris Jensen Lane
Nampa, Idaho 83686

ANNUAL AMOUNT DUE

\$500.00

Term: 24.0 Months

Contract Start Date
November 1, 2020

Contract End Date
October 31, 2022

Term
24.0 Months

Account Executive
Todd Miller

Quantity	Item	Options	Rate	Contract Amount
400.00	SwiftK12 for PowerSchool - Unlimited Messaging Per Year due on the Nov 1		\$1.25	\$500.00

Comments

Set-Up Fee

Grand Total 2 Years

\$1,000.00

Client Signature

Date

By signing this Order Form, Client agrees to be bound by all of the terms and conditions of the Rave Wireless, Inc, and SwiftReach Networks, LLC Master License and Services Agreement which is expressly incorporated by reference in this Order Form as set forth in the following URL of Rave: https://www.getrave.com/termspdf/RaveSwiftReachMLSA_v.6.pdf ("Agreement"). The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.

Swiftreach Networks, LLC

Date