



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$10,000 OR MORE

WHEREAS, **Adams 12 Five Star Schools** in the County of Adams and State of Colorado (the “**District**”) has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the District; and

WHEREAS, the District has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS **MINGA SOLUTIONS INC**, (the “**Contractor**”) having a principal place of business at **8 THE GREEN STE R, DOVER, DE 19901 USA** is qualified to provide the services required by the District.

WHEREAS, the District maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The District’s trade secrets and other proprietary and confidential information includes the whole or any portion or phase of any of the following: student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, other information relating to any of the District’s business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public (“**Confidential Information**”). Due to the value of the District’s Confidential Information and the consequences if it is disclosed, taken or misused for any reason, the District seeks by this Agreement to protect the District’s Confidential Information and any other confidential information the Contractor acquires as a result of the Contractor’s provision of services to the District. The Contractor recognizes and respects the value of the District’s Confidential Information.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. Scope of Services. The Contractor shall perform services as follows: **Minga Campus Management Platform Bundle, including Digital ID Module, Digital Hall Pass Module, Check In Module, PBIS Module, and Community & Communication Module**, to be provided in accordance with the Contractor’s Proposal dated March 17, 2023 **[Based on Proposal #20230317-145551137]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor’s customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the District.

a. Application Documentation and Order of Precedence

- i. **Adams 12 Five Star Schools Contract**
- ii. **Adams 12 Five Star Schools Data Privacy Addendum [Exhibit A]**
- iii. **Minga Solutions Inc Quote 20230317-145551137 [Exhibit B]**
- iv. **Minga Solutions Inc SaaS Agreement [Exhibit C]**
- v. **Minga Solutions Inc Terms of Use [Exhibit D]**
- vi. **Minga Solutions Inc Privacy Policy [Exhibit E]**

2. Schedule. The District and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Project location: Mountain Range High School, 12500 Huron St, Westminster, CO 80234.**

3. Term. The provision of services under this Agreement shall commence on **July 1, 2023**; and will terminate on **June 30, 2024**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the District has no obligation to extend this Agreement’s term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. Remuneration. The Contractor’s fee the District is obligated to pay for the services rendered under this Agreement is as follows: **Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00)** and under no circumstances whatsoever shall the fee exceed, **Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00)**. The District shall process the Contractor’s payment within thirty (30) days from the receipt of a valid invoice to the District’s Accounts Payable office. Such invoice shall

be submitted to the site administrator to be forwarded to Accounts Payable with the Voucher Request, the P.E.R.A. Retiree form and the Contractor's W-9 form.

5. Invoicing Requirements. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the District:

- a. Dates of which services were rendered
- b. Detailed description of the services or activities performed
- c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense. (The District uses the prescribed Federal guidelines for travel reimbursement. For further information, please go to the District website and see District Policy 4150 for guidelines on accepted daily rates.)

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the District. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the District and the District shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the District will not:

- a. Require the Contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the District; and
- h. Pay the Contractor individually if the Contractor is an individual; instead, the District will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- i. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the District.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the District has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the District. Such approval shall not be unreasonably withheld.

11. Compliance with Colorado Law and District Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable District policies. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Those employees who have been convicted of, pled no contest to, or received a deferred sentence or deferred prosecution for any crime involving a child will not be allowed to work on District property, with District staff or students, or have access to District information. Contractor shall provide proof of background checks upon request by the District. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in

performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the district hold harmless another person or entity;
- b. Any requirement that the district or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the district agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any waiver, alteration, or limitation of the application of the "Student Data Transparency and Security Act" or the "Colorado Privacy Act";
- e. Any conflict with Colorado law or associated rules under state statute. C.R.S. § 22-1-135 ([terms and conditions in public school contracts](#))

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective thirty (30) days after the date of mailing. In the event of termination, the District shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The District's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the District may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the District, or if any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services for to the party/parties to that contract.

14. Fund Availability. Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

15. Indemnification. The Contractor agrees to indemnify, and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor will indemnify the District against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the District; and the Contractor will reimburse the District for any award, judgment or fine against the District based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the District related to this Agreement was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability.

16. Governing Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void. All public school contracts are governed by Colorado law, including but not limited to C.R.S. §22-1-135.

17. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

18. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

19. Binding Arbitration Prohibited. The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

20. Insurance. The District will not include the Contractor as an insured under any policy the District has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the District with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Colorado law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$2,000,000 for each occurrence.
- c. Automobile Liability Insurance in those instances where the Contractor uses an automobile, regardless of ownership, for the performance of Services.

Insurance coverage shall not be reduced below the limits described above or canceled without the District's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the District's premises shall maintain like insurance. Certificates of such insurance shall be provided to the District upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the District have other valid insurance covering the loss, the District insurance shall be excess insurance only; and (iii) Adams 12 Five Star Schools at 1500 East 128th Avenue, Thornton, CO 80241 shall be named as an additional insured.

21. No Waiver. No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

22. Public Contracts for Services. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this agreement is being performed, (b) shall notify the subcontractor and the District within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the District a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the District may terminate this agreement for breach and, if so terminated, Contractor shall be liable for damages.

23. Public Contracts with Natural Persons. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this agreement

24. Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

25. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

26. Relief the District May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 27 of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 27 of this Agreement, the District will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy

of the District's Confidential Information and to protect the District from additional damages, and the Contractor agrees the District does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

27. Confidential Information Belongs Solely to the District. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting and of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
- b. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
- c. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business in any way adverse to the District's interests;
- d. The Contractor will cause each of its Employees who may gain access to any of the District's Confidential Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that Employee or permitting that Employee to have access to any Confidential Information.
- e. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information.
- f. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- g. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

The Parties agree this provision is intended to express the District's rights and the Contractor's duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. 7-74-101, et seq., and other applicable law. Additionally, the Contractor's obligation regarding the preservation and return of the District's Confidential Information will continue indefinitely, both during and after the time during which the Contractor may provide services and products to the District.

28. Non-solicitation. The Contractor shall not solicit directly or indirectly any of the District's employees for a period of one (1) year following the termination of this Agreement without prior written consent of the District. This restriction shall not apply to any employment through means of:

- a. Advertisement, job postings or job fairs that are conducted in the ordinary course of business; or
- b. Any employment where the individual has made the initial approach on an unsolicited basis.

29. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the District is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

30. Notices, Process. Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at the Contractor's address provided in this Agreement, while the District's Notice address is as follows: Adams 12 Five Star Schools, Chief Operating Officer, 1500 East 128th Avenue, Thornton, CO 80241; or at such other address that either party may provide later to the other party. Each party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) days after being sent to the other party and that party's attorney as provided above.

31. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the District against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the items, to notify the District of the extent of copying from third party works as well as to notify the District of any limitations placed on the use of those materials copied from third parties.

- c. All of the items prepared for or submitted to the District by the Contractor under this Agreement shall belong exclusively to the District and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the District. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, the Contractor hereby assigns to the District the ownership of copyright in the deliverable items and the District shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable items. The Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.
- d. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the District an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and (ii) authorize other to do any, some or all of the foregoing.
- e. No license or right is granted to the Contractor either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

Contractors Authorized Contact for Agreement

Camilla Holm, Executive Assistant

Printed Name and Title

camilla@minga.io

Email Address

+1 279-465-0110

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated below:

MINGA SOLUTIONS INC

Camilla Holm

Signature

Camilla Holm, Executive Assistant

Name and Title

8 The Green STE R

Address

Dover, Delaware, 19901

City, State, Zip

36-5013577

Unique Entity ID (sam.gov) or Tax ID

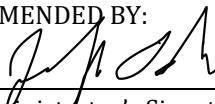
02/08/2023

Date

I hereby certify that the individuals requested in this Agreement are not school district employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**ADAMS 12 FIVE STAR SCHOOLS
IN THE CITY OF THORNTON, COUNTY OF ADAMS
STATE OF COLORADO**

RECOMMENDED BY:



Site Administrator's Signature

Jeff Oehm ED- Technology Strategy

Name and Title

IT

School or Department

8/2/2023

Date

APPROVED BY:



Authorized Designee of the Board of Education

Audra L. Vela, Senior Buyer

Name and Title

08/02/2023

Date

This form must be completed in full, submitted to the District's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Education prior to the commencement of the Contractor's provision of services. THE DISTRICT SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.

Exhibit A

Adams 12 Five Star Schools Data Privacy Addendum

The provisions of this Data Privacy Addendum are a part of the Independent Contractor Agreement and apply to all Contractors that will or may have access to student information.

1. Covered Data

As used in this addendum, student personally identifiable information (PII) means any and all data or information collected, maintained, generated or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with C.R.S. § 22-16-103(13) & 34 C.F.R. § 99.3.

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and the Colorado Student Data Transparency and Security Act, C.R.S. § 22-16-101, *et seq.*

3. Contractor Obligations:

- 3.1 *Uses and Disclosures as Provided in the Agreement.* Contractor may use and disclose the student PII provided by the District only for the purposes described in the Agreement and only in a manner that does not violate local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the student PII to do the work described in the Agreement. Contractor shall ensure that any subcontractors who may have access to student PII are contractually bound to follow the provisions of the Agreement.
- 3.2 *Nondisclosure Except as Provided in the Agreement.* Contractor shall not use or further disclose the student PII except as stated in and explicitly allowed by the Agreement and state and federal law. Contractor does not have permission to re-disclose student PII to a third party.
- 3.3 *Safeguards.* Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of student PII. Contractor shall ensure that student PII is secured and encrypted to the greatest extent practicable during use, storage and/or transmission. Contractor agrees that student PII will be stored on equipment or systems located domestically.
- 3.4 *Reasonable Methods.* Contractor agrees to use "reasonable methods" to ensure to the greatest extent practicable that Contractor and all parties accessing student PII are compliant with state and federal law. Specifically, this means that only de-identified student PII may be used for the purposes of educational research and Contractor must protect student PII from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with state and federal law. Approval to use student PII for one purpose does not confer approval to use it for another.
- 3.5 *Data Destruction.* Student PII must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. Contractor agrees to send a

written certificate that the data was properly destroyed or returned within 30 days of the end of the work as described in the proposal. Additionally, during the term of the Agreement, Contractor shall destroy student PII upon request of the District as soon as practicable. Contractor shall destroy student PII in such a manner that it is permanently irretrievable in the normal course of business.

- 3.6 *Minimum Necessary.* Contractor attests that the student PII requested represents the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this addendum will have access to the student PII in order to perform the work.
- 3.7 *Authorizations.* When necessary, Contractor agrees to secure individual authorizations to maintain or use the student PII in any manner beyond the scope or after the termination of the Agreement.
- 3.8 *Data Ownership.* The District is the data owner. Contractor does not obtain any right, title, or interest in any of the data furnished by the District.
- 3.9 *Misuse or Unauthorized Release.* Contractor shall notify the District as soon as possible upon discovering the misuse or unauthorized release of student PII held by Contractor or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.
- 3.10 *Data Breach.* In the event of a data breach, Contractor will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. Contractor will promptly notify the District upon the discovery of any data breach.

4. Prohibited Uses

- 4.1 Contractor shall not sell student PII; use or share student PII for purposes of targeted advertising; or use student PII to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.
- 4.2 Notwithstanding the previous paragraph, Contractor may use student PII to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on Contractor's website, online service, or application; or investigate a matter related to public safety. Contractor shall notify the District as soon as possible of any use described in this paragraph.

5. School Service Contract Provider Additional Provisions

If Contractor is a School Service Contract Provider – defined in C.R.S. § 22-16-103 as an entity that enters into a contract with the District to provide a website, online service, or application that is designed and marketed primarily for using in a school and collects, maintains or uses student PII – the following provisions shall apply:

- 5.1 *Data Collection Transparency and Privacy Policy.* Contractor shall provide clear information that is understandable by a layperson explaining the data elements of student PII that Contractor collects, the learning purpose for which it collects the student PII, and how Contractor uses and shares the student PII. The information must include all student PII

that Contractor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. Contractor shall provide the District with a link to the information on a webpage maintained and updated by Contractor so that the District may post the link on its website.

- 5.2 *Notice Before Making Changes to Privacy Policy.* Contractor shall provide notice to the District before making material changes to Contractor's privacy policy that affects student PII.
- 5.3 *Access to Student PII.* Upon request by the District, Contractor agrees to provide in a readable electronic format a copy of all student PII maintained by the Contractor for individual students.
- 5.4 *Correction of Inaccurate Student PII.* Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request for correction that the District receives.
- 5.5 *Grounds for Termination.* Contractor understands that any breach by Contractor or any subcontractor of this addendum, state or federal law regarding student PII, or the Contractor's privacy policy described above, may be grounds for termination of the Agreement in accordance with C.R.S. § 22-16-107(2)(a).

Minga Solutions Inc.

Vendor Name

Camilla Holm

Signature

Camilla Holm, Executive Assistant

Name and Title

02/08/2023

Date

**ADAMS 12 FIVE STAR SCHOOLS
IN THE CITY OF THORNTON, COUNTY OF ADAMS
STATE OF COLORADO**

Site Administrator's Signature

Name and Title

Date



Exhibit B

QUOTE - Mountain Range High School - Minga Platform

Mountain Range High School

12500 Huron Street
Westminster, CO 80234

Tiffany Hansen
tiffany.l.hansen@adams12.org

Reference: 20230317-145551137
Quote created: March 17, 2023
Quote expires: August 31, 2023
Quote created by: Jason Richards

jason@minga.io

Comments from Jason Richards

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Minga Bundle - 2500 Students	MINGA-BUNDLE-25	1	\$10,000.00	\$10,000.00
Includes all the following modules:				
Digital ID Module				
Digital Hall Pass Module				
Check In Module				
PBIS Module				
Community & Communication Module				
One-time subtotal				\$10,000.00
LIFETOUCH PARTNERSHIP DISCOUNT				(\$2,500.00)
				25% discount
Total				\$7,500.00

Standard annual subscription July 1 - June 30.

Minga [Privacy Policy](#) and [Terms Of Use](#) and [SaaS Agreement](#).

[Minga W9 Download](#)

[Minga Payment Instructions](#)

Minga Solutions

8 The Green STE R

Dover, Delaware 19901

United States



MINGA SAAS AGREEMENT

This Software-as-a-Service Agreement (SaaS) ("Agreement") is made and effective the date of Purchase Order,

BETWEEN: the "Customer", (as defined in the Purchase Order)

AND: **Minga Solutions**, (the "Provider"), a corporation organized and existing under the laws of Delaware, with its head office located at:

Minga Solutions
8 The Green STE R
Dover, DE, 19901
United States

WHEREAS, The Customer is granted a license to use the Software, subject to a set of limitations and restrictions.

WHEREAS, The Provider undertakes to provide high-performance Software while committing to comply with certain requirements relating to the maintenance of the Software.

In consideration of the terms of this agreement, and other valuable consideration, the parties agree as follows:

1. DEFINITION

"Administrator User" means each Customer employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf. Each Administrator User must complete training and qualification requirements reasonably required by Minga Solutions.

"Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which could be in orally or written (graphic, machine-readable or other tangible form), is marked as "confidential" or "proprietary".

"Host" means the computer equipment on which the Software is installed, which is owned and operated by Minga Solutions or its subcontractors.

"Maintenance Services" means the support and maintenance services provided by Minga Solutions to Customer pursuant to this SaaS Agreement.

"Software" means the object code version of any Software to which Customer is provided access as part of the Service, including any updates or new versions.

"SaaS Services" refer to the specific Minga Solutions internet-accessible service identified in a Schedule that provides use of Minga Solutions identity/access management Software that is hosted by Minga Solutions or its services provider and made available to Customer over a network on a term-use basis.



2. SERVICE

The Provider hereby grants the Customer, including all authorized users of the Customer, a non-exclusive, non-sublicensable, non-assignable, royalty-free, United States Wide license to access and use the service (the "Service") solely for the internal business operations of the Customer in accordance with the terms of this Agreement and the Provider's online terms of use.

3. TERM AND TERMINATION

The standard term of this Agreement shall begin on July 1st following the Effective date and end the following June 30th unless otherwise stated in the terms of the Purchase Order.

4. PAYMENT TERM

Minga Solutions' Campus Management Platform is sold as a Software-as-a-Service (SaaS) and requires Clients to have a valid membership subscription. We accept payments by Purchase Order, ACH Bank Transfer or Credit Card. Your subscription will terminate automatically at the end of the subscription term unless you renew your subscription. You can renew your subscription at any time by contacting support at support@minga.io.

- a) **Account cancellation policy:** You may cancel your subscription at any time with written notice however no refunds are provided upon cancellation. If you cancel before an upcoming renewal date, you will have access to your Account through the end of the then-current year.
- b) **Free Trial:** Minga Solutions offers a free trial version for Minga's Campus Management Platform. The free trial allows anyone to view the whole content of the software and includes access to training and support. Minga Solutions reserves the right to cancel a free trial at any time.
- c) **Failed payment & account suspension:** Payment is due 30 days after receipt of invoice. If a payment is not received in 30 days, your access to the Minga Solutions software will be suspended until your payment is successful.

5. CUSTOMER'S RESPONSIBILITIES

- a) Customer shall provide commercially reasonable information and assistance to Minga Solutions to enable Minga Solutions to deliver the SaaS Services. Customer acknowledges that Minga Solutions' ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.
- b) Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Minga Solutions exercises no control over the content of the information transmitted by Customer through the SaaS Services.
- c) Customer shall not upload, post, reproduce or distribute any information, Software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.



- d) Customer shall be solely responsible for the acts and omissions of its Administrator Users. Minga Solutions shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
- e) Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to Minga Solutions a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer
- f) Any other terms and conditions outlined in Minga Solutions' [Terms of Use](#) and [Privacy Policy](#).

Customer shall:

- (i) Notify Minga Solutions immediately of any unauthorized use of any password or user id or any other known or suspected breach of security,
- (ii) Report to Minga Solutions immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer, and
- (iii) Not provide false identity information to gain access to or use the SaaS Services.

Customer is solely responsible for collecting, in putting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not

- (i) Include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or
- (ii) Contain anything that is obscene, defamatory, harassing, offensive or malicious.

6. LIMITATIONS OF THE LICENSE

- a) The Hosted Services may only be used by the employees, agents, contractors, students and parents of the Customer;
- b) The Hosted Services must not be used at any point in time by more students than the number of student users specified by the license requested in the Purchase Order.
- c) Subject to the limited licenses granted herein, Minga Solutions shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to Minga Solutions.

7. LICENSE RESTRICTIONS

Customer shall not, and shall not permit anyone to:

- a) Copy, republish or redistribute any content or material of the SaaS Services or Software;
- b) Make the SaaS Services available to any person other than authorized users;
- c) Use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties;



- d) Remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation;
- e) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law;
- f) Access the SaaS Services or use the Documentation in order to build a similar product or competitive product.
- g) Use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or platform or impairment of the availability or accessibility of the Hosted Services.
- h) Sub-license its right to access and use the Hosted Services;
- i) Conduct or request that any other person conduct any load testing or penetration testing on the platform or Hosted Services without the prior written consent of the Provider.
- j) Use the Hosted Services in any way that is unlawful, illegal, fraudulent or harmful.
- k) Any other terms and conditions outlined in Minga Solutions' [Terms of Use](#) and [Privacy Policy](#).

8. OWNERSHIP AND INTELLECTUAL PROPERTY

Customer retains ownership and intellectual property rights in and to its Customer Content. Minga Solutions retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement.

Third party technology that may be appropriate or necessary for use with some Minga Solutions programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement specified by Minga Solutions and not under the Agreement.

9. SUPPORT SERVICES

For the 12 month period beginning on the Effective Date and at Minga Solutions' expense, Minga Solutions will provide Customer with email and live chat support during Provider's normal business hours in order to help Customer correct problems with the Software, and internet-based support system generally available seven days a week, twenty-four hours a day.

10. MAINTENANCE SERVICES

- a) During the Term of this Agreement, the Provider shall provide the Maintenance Services to the Customer.
- b) The Provider shall give to the Customer at least 30 days' prior written notice of scheduled Maintenance Services that are likely to have a negative impact upon the Hosted Services.
- c) The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 15 days' written notice, following the amount becoming overdue.



11. INDEMNIFICATION

- a) Minga Solutions shall indemnify Customer against all losses and expenses arising out of any proceeding brought by a third party and arising out of a claim that the Service infringe the third party's Intellectual Property rights.
- b) Before bringing a claim for indemnification, Customer shall notify Minga Solutions of the indemnifiable proceeding and deliver to Minga Solutions all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- c) If the Customer fails to notify Minga Solutions of the indemnifiable proceeding, Minga Solutions will be relieved of its indemnification obligations.
- d) Customers' right to indemnification is the exclusive remedy available with respect to a claim of indemnification.

12. CONFIDENTIALITY

- a) During the term of this SaaS Agreement and perpetually in the case of Software, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, Software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.
- b) Confidential Information excludes information that:
 - (i) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party,
 - (ii) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or
 - (iii) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.



13. WARRANTY

Minga Solutions represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation.

Minga Solutions warrants that the SaaS Services will perform in all material respects in accordance with the Documentation. Minga Solutions does not guarantee that the SaaS Services will be performed error-free or uninterrupted, or that Minga Solutions will correct all SaaS Services errors. Customer acknowledges that Minga Solutions does not control the transfer of data over communications facilities, including the internet, and that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. This section sets forth the sole and exclusive warranty given by Minga Solutions (EXPRESS OR IMPLIED) with respect to the subject matter of this Agreement. Neither Minga Solutions nor any of its licensors or other suppliers warrant or guarantee that the operation of the subscription service will be uninterrupted, virus-free or error-free, nor shall, Minga Solutions or any of its Service Providers be liable for unauthorized alteration, theft or destruction of Customer's or any user's data, files, or programs.

14. LIMITATION ON LIABILITIES

- a) Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.
- b) Neither party's liability under this agreement will not exceed the fees paid by under this agreement during the 12 months preceding the date upon which the related claim arose unless otherwise specified or endorsed.

15. TERMINATION

- a) Customer may terminate this agreement for any reason on notice to Minga Solutions however no refunds are provided upon termination
- b) Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
 - (i) the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
 - (ii) the failure, inaccuracy, or breach continues for a period of 30 days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
- c) Minga Solutions may terminate this agreement with immediate effect by delivering notice of the termination to Customer if Customer fails to pay the invoice amount within 30 days of invoice date and 30 days notice.
- d) Customer shall immediately pay to Minga Solutions all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.
- e) Customer shall cease all use of the Service upon the effective date of the termination.
- f) Customer will have 7 days from the date of termination to retrieve any of data that Customer wishes to keep.



16. ENTIRE AGREEMENT

The Parties hereto agree that this Agreement shall not become effective until accepted by both Parties and when accepted, shall supersede and replace all previous SaaS Agreements, whether oral or written, between the parties.

17. GOVERNING LAWS

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware, the courts of which state shall have exclusive jurisdiction over the parties as respects any dispute arising hereunder.

Terms Of Use

1. ACCEPTANCE OF TERMS

These terms of service (the “Terms”) set forth the legal terms and conditions governing your use of the websites located at minga.io and the related online and mobile application referred to as “Minga” (collectively referred to herein as the “Service”), operated by Minga Solutions Inc. in Canada (referred to as “Minga”, “our”, “us”, or “we”). Your use of the Service confirms your unconditional agreement to be bound by these Terms and is subject to your continued compliance with these Terms. If you do not agree to be bound by these Terms, you may not access or otherwise use the Service.

The Terms may be updated by us without notice to you. You can review the most current version of the Terms at any time. Additionally, it is important that you read and understand the Terms and related [Privacy Policy](#) before using the Service. If there is anything within them that you do not understand, please contact us at support@minga.io. We will be happy to clarify the Terms with you.

In Other Words...

By using Minga you agree to these terms.

2. DESCRIPTION OF SERVICE

Our mission is to empower and inspire youth to change their world. Central to this mission is Minga, which provides a platform for positive culture. Minga is available for download for mobile devices as well as via web browsers on most platforms. Unless explicitly stated otherwise, any

new features that would improve Minga or the Service, including the release of new sites, apps, and features, shall be subject to these Terms.

In Other Words...

Minga is available on the web and as an App for mobile devices. The theme of the App is positivity and social responsibility. It is designed as a safe place online for people of all ages.

This document outlines your agreement with us when you decide to use Minga.

3. USER ACCOUNTS

Use of the Service requires the creation of a user account.

- Accounts are created by a Minga administrator or through your own willful sign-up.
- We reserve the right to remove or reclaim the username selected for your account if we believe in our sole discretion that is necessary or appropriate (such as if a trademark owner complains about a username).
- You are responsible for maintaining the confidentiality of your password if any, and for restricting access to your computer and/or device so that others may not access the password-protected portion of the Service.
- You accept responsibility for all activities that occur under your account.
- You will not sell, transfer or assign your membership or any membership rights.
- You agree that you will not provide any false information to the Service, or create an account for anyone other than yourself without their permission.
- If you provide any information that is untrue, inaccurate, not current or incomplete, or Minga has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Minga has the right to remove your information from our database and refuse any and all current or future use of the Service (or any portion thereof).

In Other Words...

This section is all about signing up and taking responsibility for your Minga account.

- You need an account to use Minga
- We'd really like you to keep your password safe so no one else logs in as you
- You're not allowed to give your account to someone else
- You won't create an account for someone else without their permission
- We're allowed to delete your account if we need to

4. USER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (collectively, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Minga, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Although Minga reviews all Content submitted by members to the Service, there is always a possibility content will be posted to the Service that is objectionable to some members. As such, Minga does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstance will Minga be liable in any way for any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, pornographic, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Harm other visitors in any way;

- Impersonate any person or entity, including, but not limited to, a Minga staff member or forum moderator, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- Upload, post, email, transmit or otherwise make available any Content that you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," pyramid schemes," or any other form of solicitation;
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt the servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Use the Service in a way that violates any applicable local, provincial, state, territorial, federal or international law;
- "Stalk" or otherwise harass another user of the Service or other person; or
- Collect or store personal data about other users.

You acknowledge that Minga and its agents and designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, Minga and its agents and designees shall have the right to remove any Content that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by us or submitted to Minga.

You acknowledge and agree that Minga may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is

reasonable necessary to: (a) comply with court order, legal process or the inquiry of any course, administrative proceeding, regulatory body or other judicial proceeding; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Minga, our visitors and the public.

In Other Words...

This section is all about the text and pictures you post on Minga.

- You are responsible for what you post
- Although we do our very best to review everything everyone posts to Minga, there's still a chance something will slip through that might offend you
- Only use Minga to post positive, happy, informative, and supportive stories and comments and not any of the nasty things we list here
- We are allowed to remove anything from Minga that we feel shouldn't be there
- We, unfortunately, can't promise everything you read on Minga will be true and factual. Therefore we encourage you to double-check it with at least one other source
- In some situations, we may be required to hold onto or share a post for legal reasons or to protect someone's safety

5. INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Canada, the United States, or the country in which you reside.

In Other Words...

Because Minga is on the Internet, you can use it from virtually any place on Earth. You should respect the laws wherever you're using the App.

6. MATERIALS SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Minga Solutions Inc. does not claim ownership of Content that you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Minga the following worldwide, royalty free and non-exclusive license, as applicable:

- With respect to Content (including written materials, photos, graphics, audio or video) you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

In Other Words...

You own what you post. By posting it, you give us permission to share it with other members of Minga.

You are responsible for making sure you're allowed to post what you post. For example, when you copy a photo off a web site you may not have permission to use it.

7. EXEMPTION FROM PENALTIES

You agree to be exempt from penalties and hold Minga, and its affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of these Terms, or other violations of any rights of another.

In Other Words...

If you get in trouble for posting something to Minga, you can't blame it on us.

8. OTHER WEB LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because we have no control over such sites and resources, you acknowledge and agree that Minga is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Minga Solutions Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss causes or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available or through such site or resource.

In Other Words...

Sometimes we have links in Minga that take you to a different web site. Since those sites are run by other people, we can't promise you they'll be safe or work.

9. GENERAL INFORMATION

These Terms constitute the entire agreement between you and Minga, and govern your use of the Service, despite any prior agreements between you and Minga. The laws of the Province of British Columbia and the federal laws of Canada applicable therein shall govern the Terms. You and Minga agree to submit to the personal and exclusive jurisdiction of the courts located within the City of Kelowna, British Columbia. The failure of Change Gamers to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

The section titles and "In Other Words..." sections in the Terms of Use are for convenience only and have no legal or contractual effect.

In Other Words...

This agreement is the only agreement we have with you when you use Minga, even if you have an older agreement.

The Minga office is in Kelowna, British Columbia, Canada. If there are any legal disputes between you and Minga, the laws of Canada and British Columbia will be followed.

If a judge finds a problem with a section in this agreement, that part of the agreement will be thrown out, but the rest of the agreement will still stand.

Everything you've read in these "In Other Words..." sections and the headers are there to make the agreement easier to understand, but will not affect the legality of this agreement.

10. MODIFICATIONS TO SERVICE

Minga reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Minga, shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

In Other Words...

We can turn off or change Minga at any time. We won't be held responsible for how that affects you.

11. TERMINATION

You agree that Minga, in its sole discretion, may remove your information from our database system or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Minga, believes that you have violated or acted inconsistently with the letter or spirit of the Terms. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Minga Solutions Inc. may immediately deactivate or delete your information from our database system and/or bar any further access to the Service. Further, you agree that Minga Solutions Inc. shall not be liable to you or any third-party for any termination of your access to the Service.

In Other Words...

We can remove your account or anything you posted at any time. We don't have to tell you and we can't be held responsible for how that affects you.

12. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

- Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis. Minga Solutions Inc. expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- Minga makes no warranty that (a) the service will meet your requirements, (b) the service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the service will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (e) any errors in the software will be corrected.
- Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- No advice or information, whether oral or written, obtained by you from Minga or through or from the service shall create any warranty not expressly stated in the Terms.

In Other Words...

It's your choice to use Minga. We're glad you do. However, although we want you to have the best experience possible, we can't promise that it'll do exactly what you need it to do, always be bug-free, or always be up and running.

It's also your decision to trust anything you read, watch, or download from Minga.

13. LIMITATION OF LIABILITY

You expressly understand and agree that Minga shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Minga has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the service; (b) the cost of procurement of substitute goods and services resulting from any goods, data,

information or services purchase or obtained or messages received or transactions entered into through or from the Services; (c) unauthorized access to or alteration of your transmissions or data; (4) statements or conduct of any third party on the service; or (e) any other matter relating to the service.

In Other Words...

You won't hold Minga accountable for any problems you have because of using Minga.

14. VIOLATIONS

We ask that you please report any violations of the Terms of Use to Minga by sending an email to support@minga.io

In Other Words...

Let us know at support@minga.io if someone you know is not following these Terms of Service.

Privacy Policy

As a company offering a digital service online that collects personal information from people, we are obligated to post and maintain a privacy policy that outlines:

- The information we collect
- What we do with the information
- How we store the information
- How someone can get their information removed from our services
- Who we share the information with and why
- Who they can contact for more information
- Most importantly, how we handle information from minors under the age of 13

Our Commitment to Privacy

Personal information is any information you provide to us that personally identifies you, like your name or email address, or other information that could be reasonably linked to such identifying information by us. We will only collect, use, and share your personal information in accordance with this Privacy Policy. This policy applies whether you use Minga through <http://minga.io/> or via our Minga mobile applications (collectively, the “Service”).

This policy does not apply to websites or services or practices of companies that Minga doesn’t own or control, such as third-party services you might access through links or other features on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information.

We want you to feel comfortable using our products and services and encourage you to take the time to get to know our privacy practices. We’ve made every effort to ensure they’re clear and straight forward but if you have any questions, you can send us an email at support@minga.io. By using the Service, you acknowledge that you accept and agree to this Privacy Policy.

Protection of privacy is especially important to us. Minga respects and follows the rules and expectations set forth in the Children’s Online Privacy Protection Act (COPPA) that went into effect in the United States on April 21, 2000. COPPA aims to protect the online privacy of children under the age of 13 (“child” or

“children”) by restricting how much Personally Identifiable Information (PII) is collected and by requiring parental consent for activities that make use of PII. Additionally, Minga respects the Personal Information Protection and Electronic Documents Act (PIPEDA) of Canada and the Personal Information Protection Act (PIPA) of British Columbia, Canada. Both PIPEDA and PIPA more generally outline how organizations collect, use and disclose personal information in the course of commercial business. For more information about COPPA and generally protecting children’s online privacy, please visit [OnGuard Online](#). For more information about PIPEDA, please visit the [Government of Canada](#). For more information on PIPA, please visit the [Government of British Columbia](#).

What information does Minga collect and how is it used?

Accounts are created on the Service by an account administrator or through the Create a Minga process that is entirely done through free will. New members to a Minga are invited to join the Service only after an account has been created.

We collect the following account information:

- First and last name: Used during account creation and when automatically creating a user’s display name.
- Email: Used to uniquely identify each member in the Service, to invite users to Minga and to help reset lost account credentials.
- Birthdate (optional): Used in automated birthday announcements.
- Profile Picture (optional): Uploaded by a user and used as their avatar within the Service.

Through the Service members are able to post text and share photos, also known as User Generated Content (UGC). All UGC may be reviewed and moderated by Minga to ensure it upholds the spirit of our Service and does not include any personally identifying information (PII) and UGC may be made available to all members of the Service based on their roles and/or associations. We encourage you to review the rules for posting content set forth in the “User Conduct” section of our Terms of Service.

Through the course of using the Service we will automatically collect generic usage information as set forth in the “Information collected automatically” section below. We use this information to provide the Service to the member, for security and safety purposes, or as required by law or to enforce our Terms.

If we discover that we have collected information from a child in a manner inconsistent with COPPA, we will take appropriate steps to either delete the information, or immediately seek consent for that collection. We do not disclose any personal information about members to third parties, except to service providers

necessary to provide the Service, as required by law, or to protect the security of the Service or other members.

How Long Does Minga Hold On to Information?

We do not keep member data any longer than we have to and follow a strict data retention and protection policy. We automatically delete member data subject to the following requirements:

- As required by law
- As required by our Terms of Service
- To ensure the security of our Service

Information Collected Automatically

Like most internet-based services, we (or our service providers) may automatically receive and log generic information about you when you use the Service. For example, this could include the frequency and duration of your visits to the Service, the browser you use, and the platform of the device you use.

If you use the Service on different devices, we may link the information we collect from those different devices to help us provide you with a consistent experience across your different devices. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Privacy Policy.

The technologies and information we automatically collect may include:

- **Cookies and other similar technologies:** We (or our service providers) may use various technologies to collect and store information when you visit our Service including, clear GIFs (also known as “web beacons”), “tags”, “scripts”, and “cookies”. We use both session and persistent cookies: a session cookie disappears after you close your browser; a persistent cookie remains after you close your browser (although it can be removed) and may be used by your browser to identify you on subsequent visits to the Service. We may also use, collect and store information locally on your device using mechanisms such as browser web storage (including HTML 5). Like many services, Minga uses these technologies to tailor the Service for you, and to help the Service work better for you – for example, by remembering recent search choices.
- **Device information:** We may collect device-specific information such as your operating system type, hardware version, screen resolution, file and software names and types, battery and signal strength,

and device identifiers. This helps us measure how the Service is performing and improve Minga for you on your particular device.

- **Log information:** Like most online services, when you use our Service, we automatically collect and store certain information in our server logs. Examples include things like:
 - Details of how you used our service, such as your activity on the Service, and the frequency and duration of your visits to the Service.
 - IP Address
 - Device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL

This information helps us make decisions about what we should work on next – for example, by showing which features are most (or least!) popular.

- **Location information:** When you use our Service we may collect and process information about your geographic location based on your IP address. We do this to derive amalgamated anonymized information about how well (or not!) our Services is used in certain geographic areas. We do not associate precise geolocation data with a child's personal information and will not track the specific location of a child at a given moment in time.

How does Minga use the automatic information it collects?

First and foremost, you should know that **Minga does not sell or rent any of your personal information to any third party for any purpose** – including for advertising or marketing purposes. We use the information we collect to provide the best experience. More specifically, this information is used to:

- Provide and improve the Service, for example by developing new products and features, or by reporting errors within the service.
- Respond to your requests for information or customer support.
- Customize the Service for you, and improve your experience with it.
- Most crucially, to protect our community by making sure the Service remains safe and secure.

Will Minga share any information it collects?

Third-party advertising is not permitted on Minga. Furthermore, we do not share personal information with any third parties except in the limited circumstances described in this Privacy Policy:

- **Service Providers:** We do work with vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf. We may need to share or provide information (including personal information) to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, providing customer support software, and security. Please see the list of the third parties below. Generally, these service providers do not have the right to use your personal information we share with them beyond what is necessary to assist us. Additionally, these service providers must adhere to confidentiality and security obligations in a way that is consistent with this Privacy Policy.
- **Analytics Services:** We use analytics services, including mobile analytics software, to help us understand and improve how the Service is being used. These services may collect, store and use information in order to help us understand things like how often you use the Service, the events that occur within the application, usage, performance data, and from where the application was downloaded. A list of all of our third party services is included below.
- **Aggregated Information and Non-Identifying Information:** We may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how the Service is used, spot industry trends, or to provide marketing materials for Minga. Any aggregated information shared this way will not contain any personal information.
- **Legal Requirements:** We may disclose personal information if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of Minga, our employees, our community, or others, or to prevent violations of our Terms of Service or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.
- **Sharing with Minga Companies:** Over time, Minga may grow and reorganize. We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.
- **Change of control:** In the event that all or a portion of Minga or its assets are acquired by or merged with a third party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this

policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, or by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the company. In the unlikely event that Minga goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third party.

- **With your consent:** Other than the cases above, we won't disclose your personal information for any purpose unless you consent to it. Additionally, as discussed above, we will never sell or rent your personal information to advertisers or other third parties.

How does Minga protect and secure my information?

Your Minga account is protected by a password. You can help us protect against unauthorized access to your account by keeping your password secret at all times.

The security of your personal information is important to us. We work hard to protect the Service, and we maintain administrative, technical and physical safeguards designed to protect against unauthorized use, disclosure of or access to personal information. In particular:

- Our engineering team is dedicated to keeping your personal information secure
- We periodically review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems
- We continually develop and implement features to keep your personal information safe – for example, when you enter any information anywhere on the Service, we encrypt the transmission of that information using secure socket layer technology (SSL) by default
- We ensure passwords are stored and transferred securely using encryption and salted hashing
- We automatically delete inactive accounts after a specific period of time, as per our retention policy, described in the “How Long Does Minga Hold On to Information?” section

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach, we will attempt to notify you electronically (subject to any applicable laws) so that you can take appropriate protective steps; for example, we may post a notice on our homepage (minga.io) or elsewhere on the Service, and may send email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

What communications will I receive from Minga?

If you registered on Minga we may send you messages and updates regarding your account, including privacy and security notices, updates regarding the Service, and information regarding products, features or services from Minga. If you have an account with us, we'll also use your email address to contact you for customer service purposes, or for any legal matters that arise in the course of business.

If you download and install the app on an Apple or Android device, you will optionally receive push notifications for activity related to your account that occurs while you are not using the Service.

How will Minga notify me of changes to this policy?

We may occasionally update this Privacy Policy – you can see when the last update was by looking at the “Last Updated” date at the bottom of this page. We won't reduce your rights under this Privacy Policy without your explicit consent. If we make any significant changes, we'll provide prominent notice by posting a notice on the Service and/or notifying you by email (using the email address you provided), so you can review and make sure you know about them.

If we make changes that have a material effect on our Privacy Policy we will provide our schools and registered users with at least 30 days' notice so that you have time to review our changes.

We encourage you to review this Privacy Policy from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service. If you don't agree with any changes to the Privacy Policy, you may terminate your account (although we'll be sad to see you go!). By continuing to use the Service after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

Third-Party Service Providers

It's important to us that we keep your information safe and secure. To best provide our Services, and keep your information safe, we work with a few other companies. These companies will only have access to the information they need to provide the Service.

Here is a list of the essential service providers we work with, and their respective privacy policies to provide a great Minga experience.

- [Google Analytics](#) for analytics on our website
- [MailChimp](#) for sending email from our app
- [Watson](#) from IBM for moderating and validating user-generated content
- [Perspective](#) from Google for moderating and validating user-generated content
- [Sight Engine](#) for moderating and validating user-generated content

How can I contact Minga with questions?

If you have any questions or concerns about this Privacy Policy or how we protect our community, please contact us at support@minga.io – we'd love to help. If you'd like, you may also write to us at:

Minga

Unit 301, 460 Doyle Ave
Kelowna, BC
V1Y 0C2

Attention: Chief Privacy Officer

Effective Date

This Privacy Policy is effective as of November 2, 2020.