

kelvin

Order Form

Prepared for:
Mark Burroughs

Kelvin Education, Inc.
300 Spectrum Center Drive, Suite 400
Irvine CA 92618
United States
www.kelvin.education

San Pasqual Union School District
15305 Rockwood Rd
Escondido CA, 92027

Service Term: July 1, 2023 - June 30, 2025

Service or Product	Price	CalHOPE Grant	Unit	Annual fee (USD)
Year 1: 2023 - 2024				
Pulse - Unlimited Pulses for students and staff	\$1,500.00	-\$1,500.00	1	\$0.00
<input type="checkbox"/> Family Pulse - Unlimited Pulses for families	\$500.00	\$0.00	1	\$500.00
<input type="checkbox"/> Premium Pulse Services - Customized reporting	\$1,000.00	\$0.00	1	\$1,000.00
				\$0.00
Year 2: 2024 - 2025				
Pulse - Unlimited Pulses for students and staff	\$1,500.00	-\$1,500.00	1	\$0.00
<input type="checkbox"/> Family Pulse - Unlimited Pulses for families	\$500.00	\$0.00	1	\$500.00
<input type="checkbox"/> Premium Pulse Services - Customized reporting	\$1,000.00	\$0.00	1	\$1,000.00
				\$0.00
Total				\$0.00

Please provide us with a Purchase Order number if a fee is due.

Purchase Order Number

Questions or concerns? Please contact us at hello@kelvin.education

Promptly after the beginning of each Service Term, Kelvin will invoice, and Customer will pay, the Total Annual Fee listed for such Service Term. If Customer uses a Service for more than the Number of Students included in the Annual Fee for such Service as set forth above, then Customer will pay Kelvin an annual overage fee of \$3.00 per additional student ("Overage Fee"). In no event will use of a Service for less than the Number of Students set forth above reduce or negate the amount of the Annual Fee owed or paid to Kelvin. Kelvin will have the right to invoice Customer for any Overage Fee at any time after the applicable Number of Students is exceeded.



SPECIAL TERMS:

- 1. The customer is responsible for the cost of "Basic Pulse" in the event CalHOPE cannot fund the California Department of Healthcare Services (DHCS).
- 2. This Order form displays flat rate pricing for under 1000 student. If you exceed this amount, Kelvin Education, Inc, will recalculate your pricing structure to our standard pricing.

GENERAL TERMS:

This Order Form ("Order") is made effective as of the last date of signature below ("Effective Date") by and between Kelvin Education, Inc., a Delaware corporation ("Kelvin"), and the customer identified herein ("Customer"), and shall be governed pursuant to the terms and conditions of the Kelvin Education, Inc. Standard Terms and Conditions ("Standard Terms") available at https://kelvin.education/050219_Standard_Terms_v1.pdf or at such alternate location as may be provided in the future, the Kelvin Education, Inc. Privacy and Student Data Security Policy ("Privacy Policy") available at https://kelvin.education/assets/pdf/050219_Privacy_Policy_v1.pdf or such other location as may be provided in the future, and any other agreement executed by and between Kelvin and Customer in connection herewith (collectively, with this Order and any addendum or exhibit hereto, the "Agreement"), which by this reference are incorporated as if fully set forth herein. Unless otherwise stated in this Order, all terms defined elsewhere in the Agreement shall have the same meaning in this Order.

The Agreement sets forth the terms and conditions by which Kelvin will make the services or products identified in this Order (each specific product or service, a "Service") available to the Customer. The Services Customer is subscribing to are listed in the table above. Customer will have access only to the Services listed in the table. A description of each Service is available at: <https://kelvin.education/features/> The Agreement constitutes the entire understanding between Customer and Kelvin and is the final and entire expression of their agreement. The Agreement supersedes any and all prior written or oral discussions, proposals, RFPs, emails or other communications, and the parties expressly disclaim any reliance on any of the foregoing. Under no circumstances will the terms, conditions or provisions of any purchase order or other administrative document issued by Customer modify, alter or expand the rights, duties or obligations of the parties, regardless of any failure of Kelvin to separately object to such terms, provisions or conditions. In the event of any conflict between or terms of documents constituting the Agreement, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) the applicable Order and any addendum or exhibit thereto; (ii) the Privacy Policy; and (iii) the Standard Terms.

This Order may be executed in counterparts, may be executed using electronic signatures, and may be delivered by electronic means. If so executed and/or delivered, the Agreement will be equally binding as an original copy of the Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT INCLUDING THIS ORDER AND ALL DOCUMENTS REFERENCED ABOVE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PERSON SIGNING BELOW FOR CUSTOMER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED HEREIN.

Links:

CA-NDPA: https://sdpc.a4l.org/agreements/2023-07-24_2209_7189_signed_agreement_file.pdf
 Exhibits: https://sdpc.a4l.org/addendums/597315_2209_7189.pdf

AGREED

San Pasqual Union School District

Kelvin Education

James Schneider

10 / 06 / 2023

kelvin

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Sacramento County Office of Ed

("Originating LEA") which is dated 05-10-2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

hello@kelvin.education

PROVIDER: _____ Kelvin Education, Inc. _____

BY: _____ *James Schneider* _____ Date: 06-06-2023

Printed Name: _____ James Schneider _____ Title/Position: _____ Chief Executive Officer _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **Sacramento County Office of Ed** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

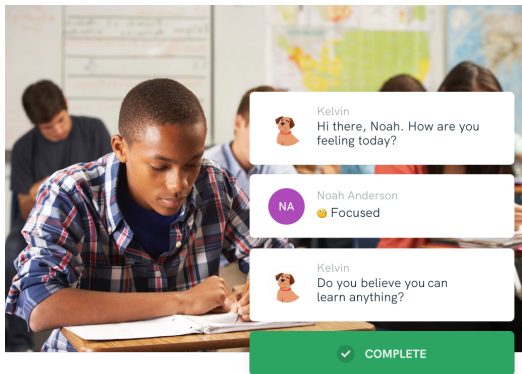
Address: _____

Telephone Number: _____

Email: _____

School Wellness Platform

Kelvin is the best way to provide teachers and education leaders with actionable data that allows them to understand where their students and schools are thriving, and what needs work. One step at a time.

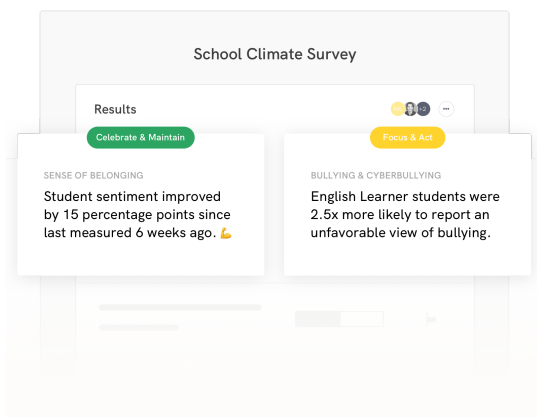
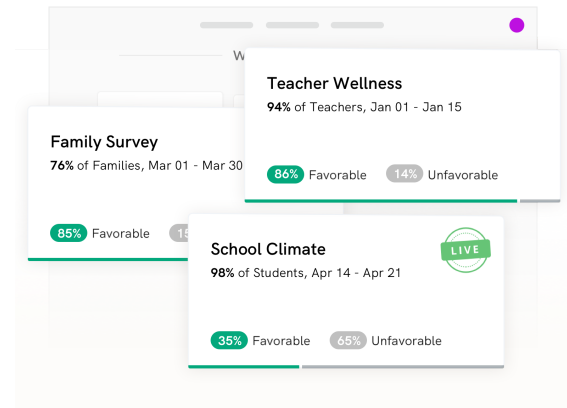


Real-time check-ins for students, staff and families

Kelvin reaches your people where they're at with the tools they're already using—making it possible to weave automated feedback into your day-to-day practices. More consistency means more growth cycles and iteration.

Ultimate design flexibility

Easy to customize to your evolving needs and context, so you can start small and grow from there. You control what's asked, when and how surveys are delivered, who sees results, and what resources are matched to results.



Turn insights into action

Maximize the transformative potential of your educational initiatives through our comprehensive suite of reporting tools. Using our reports, you can gain a holistic view of your site or district's performance, enabling data-driven decision-making and targeted interventions.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above Kelvin Education, Inc.		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 300 Spectrum Center Drive, Suite 400		Requester's name and address (optional)
6 City, state, and ZIP code Irvine, CA 92618			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	3		-	1	6	6	7	6	9	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/6/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.