

InfoSnap® Services Agreement

This Services Agreement is between InfoSnap, Inc. ("InfoSnap" or "we") and Alameda Unified School District ("Institution" or "you"), effective as of:

Date: May 13, 2015

1. **SERVICES.** We will provide you with services identified on one or more Supplements to this Agreement. These are called "Service(s)". Unless otherwise agreed, Services are provided on a subscription basis, commonly known as "software as a service." By utilizing such Services, you acquire no ownership or license rights to the Services; all such rights belong exclusively to us.
2. **ACCEPTING SERVICES.** In order for us to create your Services, you agree to respond promptly to our requests for information. We will notify you when a Service is ready for you to review and test. You will review and test promptly and either accept the Service or notify us of any changes you desire. We will make changes consistent with the Service as described in the Supplement. Once you accept the Service, it will be made available to your constituents and persons they authorize ("End Users") and you ("Live Services"). Once Live Services commence, you are deemed to have accepted the Service. If delivery of a Service is delayed because of your failure to respond, review or test promptly, you agree you will nevertheless make payments when due under this Agreement.
3. **Compliance.** You represent and warrant that your use of our Services and the specifications and instructions for those services that you provide us will comply with all applicable laws and regulations. You agree to indemnify us against any and all damages, losses, costs and expenses (including reasonable attorneys' fees) we incur as a result of your breach of this representation and warranty. You are responsible reviewing and ensuring that our online questions properly solicit the data you require.
4. **PRICES AND PAYMENT.**
 - a. **Price.** You will pay us at the prices and rates set forth in the Supplement(s). All prices are in US dollars. If we make changes at your request after Live Services are commenced, or you request material changes during your annual rollover, we can charge you \$200 per hour, or our then current rate, if higher, to make the changes. Minor adjustments/enhancements are anticipated at time of rollover and are built into the price set forth in the Supplement.
 - b. **Payment.** You will pay us when specified in the Supplement(s), or, if no date is specified, within 30 days after we invoice you. Any delay in commencement of Live Services due to your failure to promptly respond, review and test does not relieve you of your payment obligation. Any late payment will bear interest at 1.5% per month, or the highest rate allowed by law, whichever is less, until you pay us. If you don't pay on time, we can stop all Services on 10 days' written notice. You will be responsible for all reasonable collection expenses, including attorney's fees.
5. **PRIVACY AND SECURITY.** In performing the Services, InfoSnap may collect certain personal information on Institution's behalf from End Users ("Personal Information"). InfoSnap will use this Personal Information solely in connection with the Services, in accordance with this Agreement, or as otherwise mutually agreed by Institution and InfoSnap. InfoSnap will use reasonable administrative, technical, and physical measures to prevent unauthorized disclosure of Personal Information maintained in the Services. If InfoSnap discovers any unauthorized disclosure of Personal Information maintained in the Services on Institution's behalf (a "Security Incident"), InfoSnap will notify Institution of the Security Incident in accordance with applicable law. InfoSnap's privacy policy is incorporated into this agreement.
6. **SUPPORT AND TRAINING.** We will give you an online tutorial, online help documentation and provide you and Users reasonable telephone support during our normal business hours. If we provide on-site support or training, you will pay us \$1,500 per day per person and reimburse reasonable travel expenses. All support and training (Users or administrators) and all administrative tools are delivered in English.
7. **SALE.** If the Supplement(s) identify any products sold to you ("Products"), you may use the Products only as contemplated by this Agreement. You may not copy, distribute or modify the Products. You may not license, transfer or assign the Products.
8. **LOGOS AND MARKS.** We grant each other, only during the term of this Agreement, a royalty-free, non-exclusive, non-transferable and revocable limited license to use, reproduce, and display the other's logos, trademarks, names and service marks ("Marks") to perform our obligations under this Agreement. We can also identify you as a customer, demonstrate your solution and use your Marks in conjunction therewith. No other rights or interest in the Marks are granted or conveyed.
9. **MERCHANT ACCOUNT.** If we transmit payment information to your merchant account, you remain solely responsible to ensure that you comply with the terms of your merchant and payment gateway agreements.
10. **CONTENT.** You warrant, represent and agree that:
 - a. **Infringement.** No information or forms you give us to use will infringe on any copyright, trademark or other right of anyone else.
 - b. **Truth and Accuracy.** You assume full responsibility for the truth, accuracy and completeness of all text and content we display for you on our website.
- c. **Content Standards.** If our Services let you post content to our website, you agree this content will comply with our posted current editorial standards. If the content does not comply, we can remove it from our website.
11. **WARRANTIES.** OUR SERVICES AND PRODUCTS WILL PERFORM THE FUNCTIONS IDENTIFIED IN THE SUPPLEMENT(S). WE MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (i) ABOUT OUR WEBSITE; (ii) THE SERVICES OR PRODUCTS WE PROVIDE; (iii) THE SERVICES PROVIDED BY ANY THIRD PARTY WITH WHOM YOU CONTRACT TO SUPPLEMENT OUR SERVICES; (iv) THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USING OUR WEBSITE, SERVICES OR PRODUCTS, INCLUDING WHETHER ANY THIRD-PARTY REQUIREMENTS ARE MET OR COMPLIED WITH; OR (v) THE COMPATIBILITY OF OUR WEBSITE WITH ANY PARTICULAR WEB BROWSER. DATA WE TRANSMIT TO YOU IS PROVIDED BY USERS. WE DISCLAIM ANY IMPLIED WARRANTY ABOUT THIS DATA.
12. **LIMITATION OF LIABILITY.** OUR LIABILITY TO YOU UNDER THIS AGREEMENT IS LIMITED TO THE SUM OF ALL PAYMENTS TO BE MADE UNDER THIS AGREEMENT IN THE YEAR DURING WHICH ANY SUCH LIABILITY WAS INCURRED. WE ARE NOT LIABLE TO YOU FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OPPORTUNITY, OR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT, UNDER ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY LIABLE FOR ANY DAMAGES IN CONNECTION WITH YOUR PUBLICATION OF USER DATA.
13. **CONFIDENTIALITY.** You acknowledge that you have obtained from us access to information regarding our, processes, technology and proprietary software ("Confidential Information"). You agree to use the Confidential Information solely to enable you to utilize the Services. We may obtain injunctive relief to enforce this provision.
14. **TERM; RENEWAL.** This Agreement begins on the later of the date stated above or the date it is executed by InfoSnap, and its term ends on the date(s) set forth in the Supplement(s) for the Services identified. This Agreement will automatically renew for successive one year terms unless one of us notifies the other, prior to our commencing to provide rollover services for the renewal term, that it does not want to renew the Agreement. Pricing for the renewal term shall not include identified discounts for the prior year and shall increase from the prior year's

(non-discounted) price by 5.0%, adjusted for any increased enrollment or applications, as applicable.

15. **TAXES.** You will pay all taxes, assessments and fees, if any, levied as a result of your purchase and/or use of the Services and Products.

16. **OPERATING ENVIRONMENT.** Supplements may specify particular hardware, software or other requirements to enable the Services to function properly. If your environment does not meet these requirements during the initial creation of your Services or changes after the Services have gone live, (i) the Services may not function properly; and (ii) you may be charged additional fees by us to adapt the Services to your environment at the rate set forth in Section 4(a) above.

17. **GENERAL.**

- a. **Public Communications.** Any public communications, including press releases, regarding the Services provided by InfoSnap or the terms of this Agreement must be approved by both parties prior to being issued. InfoSnap reserves the ability to identify you as a customer.
- b. **Approvals.** Any required approval shall not be unreasonably withheld or delayed.
- c. **Data Deletion and Retention.** Except as set forth below, InfoSnap will retain Personal Information submitted to the Services for at least two complete academic years from the date of submission. InfoSnap will delete non-account based Personal Information submitted to the Services (i) if an educational purpose no

longer exists for maintaining that information, or (ii) if you direct us to do so. InfoSnap may delete Personal Information from its system. Notwithstanding the deletion of Personal Information, InfoSnap may retain and use de-identified or aggregate data for internal business purposes as described in Section 17.d below

- d. **Data Usage.** You acknowledge and agree that we may use the information obtained in performance of the Services for our internal business purposes, such as data analysis, audits, fraud monitoring and prevention, developing new products, enhancing, improving or modifying our Services, and identifying usage trends.
- e. **Terms of Use.** You agree to our End User Agreement and Privacy Policy, and agree to support us in enforcing them.
- f. **Entire Agreement.** This Agreement, including any Exhibits and Supplements, is our entire agreement. It supersedes all prior agreements, negotiations, materials, information, discussions or understandings, oral or written. You specifically acknowledge that there have been no representations made to you regarding the functionality of the services other than as set forth herein.
- g. **Amendments.** This Agreement can be amended, waived or changed only by a written agreement signed by both of us.
- h. **Severability.** If any part of this Agreement is held to be or becomes invalid or

unenforceable, then the remaining provisions of this Agreement shall remain valid and enforceable.

- i. **Force Majeure.** We are not liable to you for any damage, loss, delay or error resulting from conditions beyond our control. The time for our performance and the term of this Agreement will be extended by the time of such delay.
- j. **Governing Law.** The laws of California govern this Agreement. We both consent to the exclusive jurisdiction of the California Federal and State courts.
- k. **Section Headings.** Section headings are for convenience and do not affect, define or limit this Agreement.
- l. **Notices.** Notices must be given in writing to the address shown below, or to another address provided by such notice. Notices are deemed delivered 5 days after deposit in the US Mail, certified or registered, postage prepaid and return receipt requested, or 1 day after delivery to a nationally recognized overnight delivery firm, prepaid and with instructions for next day delivery.
- m. **Waiver.** If one of us waives any provision of this Agreement, he has not agreed to waive any other provision. A waiver is not a continuing waiver unless so stated.
- n. **Independent Contractors.** We are independent contractors. This Agreement does not create an association, partnership, joint venture, agency or employment between us.

Agreed:

InfoSnap, Inc.
2705 Bee Caves Road
Suite 345
Austin, TX 78746

By: _____

Louis J. Trotter, Jr., President and CEO

Date: _____

Alameda Unified School District
2200 Central Ave Fmt
Alameda, CA 94501

By: _____

Name, title: _____

Date: _____

Alameda Unified School District Supplement # 1 to InfoSnap® Services Agreement

This Supplement # 1 is a part of the Services Agreement ("Services Agreement") between InfoSnap, Inc. ("InfoSnap" or "we") and Alameda Unified School District ("District" or "you").

Date: May 13, 2015

1. SERVICES. We will provide you with the following Services:

- a. **Online processes.** We will provide you with and host an online process for registration/enrollment of new students and re-registration/re-enrollment of returning students ("registration") to be completed for each student once annually.
- b. **Online forms.** We will create online forms ("Submittable forms") for your registration process. These forms will enable Users to enter and/or edit online, via InfoSnap, relevant information you currently collect on your forms. We may also utilize forms or other documents which can be viewed and printed as part of the online process, and where required, provided to others for manual completion offline, e.g., Medical Forms which need to be signed by a doctor, Handbook which is viewable online by a family, etc. ("Supplemental forms"). You are responsible for providing these documents for inclusion in your solution in all Supported Languages.
- c. **Supported language(s).** We will support an English version of your online form, navigation and on screen instructions, and family communication templates, for viewing by families. We will additionally support Spanish language in the Localization model, see Alameda Unified School District Exhibit A.
- d. **Required fields and Read-Only Fields.** Users can be required to complete certain data fields, as specified by you as part of the set-up process. Users can be prevented from changing selected data that you require them to see, but not change.
- e. **Printing and instructions.** Completed Submittable forms can be printed by Users for their records. Forms can contain instructions you provide us as part of the set up process.
- f. **Customer Portal.** Your authorized administrators at individual schools and at the District office will have online access to a Customer Portal, hosted by InfoSnap, that will allow them to:
 - Utilize Roster Management tools (see 2b);
 - Manage online form submissions and run reports of data submitted during the Online Processes;
 - Print information submitted online by Users; and
 - Review, edit and approve submitted data (see 2f).
- g. **Training.** We can provide an initial group training session for administrators and we will train someone from your District to support administrators using the Customer Portal.

2. REGISTRATION PROCESS.

- a. **Export.** You will create an export from your Database of student and family biographical information that conforms to a data format we will provide you. This export may occur at multiple times during the registration season. All students will need to be stored in your Database prior to export;
- b. **Roster.** You will use the Roster Management tools provided in the Customer Portal to upload and manage your student and family biographical information. The Roster information will be used to: (a) pre-populate your

online registration solution with the student and family biographical information; and (b) create a registration Invitation to be sent to the student's family either via email or printed hardcopy, which advises them of the online registration process and their unique access PIN (Snapcode);

- c. **Family process.** Following the instructions contained in the student's registration Invitation, families will access your online registration process, edit online their current biographical data (as exported from your Database), and then submit the edited data to you;
- d. **Change Report.** We will provide a change report that will include the student's name, parents' names, those fields that have been modified, as well as the new values, the old values and the date they were modified;
- e. **Polish.** You will be able to "polish" the information provided online by the Users as follows:
 - Convert names, etc. to proper case;
 - Conform phone numbers to a standard format;
 - Conform email and postal addresses to a standard format; and
 - Make manual changes on the fly.
- f. **Administrative Review.** Using the Customer Portal, authorized administrators at individual schools in your District will be able to review, edit and approve data that has been submitted online by families.
- g. **Data Integration.** See Alameda Unified School District Exhibit B.

3. YOUR ADDITIONAL RESPONSIBILITIES

- a. **Hyperlink.** You will create a hyperlink from your website to our website for Users to access our online services.
- b. **Set up.** You will complete our set-up questionnaire and interview process.
- c. **Forms.** You will provide us with copies of your Submittable and Supplemental forms in either high quality PDF or Microsoft Word format.
- d. **Data Review.** The data contained in the data extract you create (see 2a above) is the "official record" that families will see when they access their online registration/enrollment forms. You are responsible to review the data extract for the accuracy of the data. If you require our assistance to extract and "clean-up" your data, we charge \$200 per hour. You are also responsible to preview, review and sign off on the pre-populated registration forms (see 2b above) containing the extracted data.
- e. **Database prep.** If determined to be necessary by InfoSnap, you will be responsible for ensuring that the extract data intended for pre-population accurately reflects your desired listing order for the contact records (e.g. Parent/Guardians, Emergency Contacts, etc.).
- f. **Identical Database.** You ensure that the Database installation at each school is identical.
- g. **Identical Form Fields.** You ensure that the data fields extracted from our database to pre-populate the Submittable online forms are identical for each school.
- h. **Substantially Similar Forms** You will ensure that the Submittable forms will be the same for all schools in the district (minor variations may be permitted). Supplemental Forms may vary from school to school.

4. **DATABASE.** Aeries Version #: 15.0403 -will change

5. **NUMBER OF STUDENTS AND SCHOOLS.** You represent and warrant that the approximate number of students in your District is 9,500 attending ¹⁸~~22~~ schools.

6. **TERM OF SERVICES**

	Year 1	Year 2
For Academic year	2015/16	2016/17
One Time Set Up Fee	\$13,100	N/A
Discount*	(\$2,620)	N/A
Academic Year Service Fee	\$26,100	\$26,100
One Time Set up Fee Spanish	\$2,000	N/A
Spanish Annual Service Fee	\$1,000	\$1,000
TOTAL	\$39,580	\$27,100
New Students		
Approximate Dates of Service	07/15/15-06/30/16	04/15/16-06/30/17
Returning Students		
Approximate Dates of Service	07/15/15-06/30/16	07/01/16-06/30/17
*Spring campaign discount		

7. **PRICE AND PAYMENT.** The one time set up fee of \$ 12,480 is due 45 days after signing.

Service Fees will be due on:

Year 1: 07/01/15

Year 2: 07/01/16

To achieve the service initiation date above, you will need to: (i) execute this contract and return it to us (by fax) within five days after the first date set forth above; (ii) promptly respond to our questionnaire and interview process; and (iii) promptly test the services when asked by us.

You will advise us of any date(s) on which you want Services to not be available, e.g., close of registration season.

Agreed:

InfoSnap, Inc.

By: _____

Name: Louis J. Trotter, Jr., President and CEO

Date: _____

Alameda Unified School District

By: Robert Clark

Name: Robert Clark - CBO

Date: May 19, 2015

Payment address:

InfoSnap, Inc.
PO Box 791478
Baltimore, MD 21279-1478

Notice address:

InfoSnap, Inc.
7700 Old Georgetown Road, Suite 850
Bethesda, MD 20814
866-986-1601

Alameda Unified School Exhibit A

SUPPORTED LANGUAGE CONDITIONS

We will support additional language(s) in the following manner as identified within the Supplement to InfoSnap Services Agreement:

Localization. Using this model, we will provide a framework for accepting translations that you provide of your online form, content and family communications, for display or delivery to your families in the supported language. On-screen display of online forms and content will be in English by default, and families will be provided the option to switch their view to the supported language. For each supported language, we will provide translation for the InfoSnap account and general process navigation and corresponding on screen instructions.

In-line, dual-language content display. Using this model, within your online form only and not the broader form completion process, we will support in-line translation of your form field labels and content that you provide, such that content is displayed simultaneously both in English and the supported language. Additionally, you may choose to define your family communication templates both in English and the supported language.

NOTES

1. During the initial set up of your online process, for each supported language, we will provide you with a Solution Translation Worksheet detailing your English content. You are responsible for performing the translation from English to the supported language and providing it to us.
2. Prior to Launch, in conjunction with your approval of your solution in English, you agree to additionally review and approve all supported language translation.
3. Over the course of your contract, you are additionally responsible to provide supported language translation for any changes you request to your online forms and content. You are also responsible to maintain your family communication templates in each supported language.
4. When preparing and sending/delivering a communication to a family, you are responsible for selecting the appropriate family communication template, which may be in either English or the supported language.
5. The identity of the language elected by a family using the Localization method will not be available to you.
6. Data is intended to be entered by the family in English, using English characters. If a family enters non-English characters, translation will not be provided, and accurate representation of non-English character cannot be guaranteed.
7. Select list values will be displayed to the family during data entry as either English or in-line in both English and supported language separated by a slash mark, as form design allows. Values selected by families, and values provided by you, will be stored and maintained in English. In Review mode, data values will be displayed to the family in English.
8. User support will be provided in English.
9. The Admin Portal and all admin tools will be in English.

Initials: pe

Alameda Unified School District Exhibit B

LIST OF AERIES IMPORT FIELDS AND CONDITIONS

Data will be exchanged between InfoSnap and your district-hosted SIS pursuant to proprietary tools, methods, and procedures developed by InfoSnap. Data integration with your district-hosted SIS will include the following fields and be subject to the following known conditions/limitations:

NOTES

1. InfoSnap will consult with each client to present integration best practices.
2. Currently, InfoSnap's integration with Aeries allows updates to a set list of tables (listed below). Fields in other tables are out of scope and will require additional consultation to determine compatibility.
 - a. InfoSnap will not update DEL (Delete), ID/PID, SC (School), SN (Student Number), or SQ (Sequence) fields.
3. Integration will create new student records or update existing records as indicated by the user at the time of delivery.
4. In order to update an existing student record in Aeries, the integration will require the Student's Permanent ID (ID in the STU table).
5. In order to update an existing contact record in Aeries, the integration will use one of:
 - a. Name (either FN + LN or the NM field in the CON table) and Relationship (RL)
 - b. Code (CD)
6. InfoSnap will consult with each client to present best practices for feeding Contact data
7. If necessary, InfoSnap can provide custom reports for administrative review or processing before or after integration into Aeries. Examples of such reports are: Change reports, Physical address changes, Removal of a custodial contact, etc.
8. Integration approach may vary based on each client's solution and needs, as determined by InfoSnap.
9. Client will provide remote access to a test instance of Aeries, reflecting the client's most current database structure, codes, and usage.
10. Client will provide to InfoSnap Aeries data in the required format and structure, to be used for pre-populating the custom registration forms. InfoSnap can pull student data from the supported tables (listed below), but any additional data will be provided according to InfoSnap's specifications.
11. Client will install the InfoSnap Data Delivery Agent (DDA) and update it when instructed by InfoSnap.
 - a. DDA is a proprietary dedicated Windows service designed to perform API calls from InfoSnap's administrative portal to the Aeries SQL database.
 - b. The client will install DDA on a virtual or real machine accessible via a secure web connection, and with a constant connection to the SIS database server. Many Aeries deployments involve hosting the portal on the same server as the database. If this is the case, the database server will likely be the most optimal location to host the DDA.
 - c. Administrator Privileges
 - i. The administrator or someone with equivalent privileges must perform all setup.
 - ii. The account running the services needs to be in the local administrators group.
 - iii. The user must have permission to run services.
 - d. Microsoft's ".NET" v4.0 Framework must be installed. It will be used to install the Windows service.
 - e. Port 8000 (TCP) must be open for inbound traffic.
 - f. SSL Certificate - You will need an SSL certificate installed—preferably not self-signed. You may use an existing SSL certificate.
 - g. SQL Server Account - A SQL Server user with Read, Write, Insert, and Delete permissions is required.
 - h. ODBC – The system DNSs must be listed as valid system data sources in the ODBC Data Source Administrator of the server chosen to host the service.
12. If the client employs the services of a 3rd-party service provider (e.g. Consultant, DB Hosting Vendor, Technical Support, etc.), the client is responsible for ensuring the vendor's compliance with any project tasks and requirements,

as stipulated by InfoSnap. The client assumes responsibility for delays or problems with the project stemming from the 3rd party's inability to execute in a timely and/or effective manner.

13. Conditions will be adjusted as the integration development progresses.

Supported Tables

STU (Student)

SUP (Supplemental)

SSD (District Supplemental)

LAC (Language Assessment)

CSE (CA Special Education)

CON (Contacts)

DNT (Dental)

AUT (Authorizations)

HRN (Hearing)

HWO (Physicals)

IMM (Immunization)

MHS (Medical History)

MNO (Medical Notes)

SCO (Scoliosis)

VSN (Vision)

* Scope may change as integration development progresses.

Initial

