

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and LiveViewTechnologies, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services (include location, dates, to whom services are provided):

Provide, deliver, and setup trailer mounted, solar powered, D3 LVT Security Tower to expand site security.

Services will include subscription/rental/maintenance for all on-site equipment, basic monthly data package, web-access, tech support, third-party live security management subscription, setup/breakdown, and any shipping and handling fees.

Services further described in the LVT Schedule attached and incorporated into this PSA.

2. **Terms.** The term of this agreement shall be from 03/20/24 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to 03/20/25. The work shall be completed no later than 02/28/25.

3. **Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.

3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum of hours of service at a rate of \$_____ per hour for a total not to exceed \$_____.

3.1.3 ☒ Other: Per attached quote not to exceed \$3,000/month x 12 months = \$36,000.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows Not Applicable; which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following:

- 4.1 ☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____
- 4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Increase site security for District Maintenance Yard to ensure all tools, and other critical facility maintenance and repairs of all District facilities.

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

- 5.1.1 ☐ TB Clearance will be completed through AUSD prior to starting work or records are already on file.
- 5.1.2 ☐ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

- 5.1.3 ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

JT (CONTRACTOR initials)

MP (District Representative initials)

- 5.2 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.

5.2.2 ☐ Agency certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

5.2.3 ☒ Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

☐ CONTRACTOR'S staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or

☒ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement;

JT (CONTRACTOR initials)

MP (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Check only one of the boxes below:

☒ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. ***CONTRACTOR acknowledgement** John Thomas

☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage when applicable, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall endorse AUSD as an additional insured. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. CONTRACTOR must provide insurance documentation prior to the commencement of work. Failure to maintain coverage during the term of the contract will result in termination.

***CONTRACTOR acknowledgement** John Thomas

6.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1 ☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance as they are not offering professional advice. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____ (CONTRACTOR initials)

_____ (District Representative initials)

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Monty Patterson

Title: Director, MOF Department

Address: 2060 Challenger Drive

Alameda CA 94501

Email: mpatterson@alamedaunified.org

CONTRACTOR:

Name: LiveView Technologies, Inc.

Title: General Counsel

Address: 802 E 1050 S. Suite 300

American Fork, UT 84003

Email: legal@lvt.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 11. Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork,

copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination.** ~~AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition,~~ AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
 - 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.
- 24. Integration/Entire Agreement of Parties.** This Agreement and included Schedule constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 28. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 30. Force Majeure.** At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR John Thomas, Corporate Counsel

Print Name & Title: _____

CONTRACTOR Signature: John Thomas Date: March 15, 2024**SOURCE OF FUNDS (check appropriate):**Unrestricted Funds (Fund 01) ☒ Donated Funds _____ Restricted Funds _____**Budget Code:** 25-9021-0-0000-8300-5800-020-77-3022Monty Patterson

Requesting Administrator _____

03/18/2024

Date _____

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

SEND TO: Business Services

II. HR

Human Resource Approval ☒ Yes ☐ NoTimothy Erwin
Timothy Erwin (Mar 18, 2024 15:13 PDT)03/18/2024

Signature of Human Resource Administrator _____

Date _____

III. BOARD DELEGATES

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

Shariq Khan
Shariq Khan (Mar 18, 2024 15:17 PDT)03/18/2024

Signature of Superintendent or Assistant Superintendent _____

Date _____

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,500:

Signature of President, Board of Education _____

Date _____

Signature of Secretary, Board of Education _____

Date _____

D3 SECURITY

DISCOVER, DETER, DEFEND



KEY FEATURES

- Cloud-based automated alerts (email, SMS)
- Active deterrence (flood light, two-way speaker, strobe lights)
- Live streaming and 24/7 recording accessible through cellular connectivity
- Thermal analytics detect day and night
- Self-sufficient power management with tamper-resistant battery backup
- iOS and Android apps
- Optional live monitoring services
- Control camera access and add or remove users at any time



1. LOUDSPEAKER
2. ANTENNA
3. STROBE LIGHT (L)
4. STROBE LIGHT CENTER
5. STROBE LIGHT (R)
6. FLOOD LIGHT
7. EDGE CONTROLLER 2TBSSD (INSIDE)
8. TOOL-LESS INSTALLATION
9. OPTICAL CAMERA
10. THERMAL CAMERA

The D3 Live Unit is a cutting-edge, cloud-based security system. It provides a turn-key mobile solution for perimeter detection, deterrence, and alert-based monitoring. It is completely portable and is easy to deploy, relocate, or remove because it does not require hardwired connections. Instead, The D3 Live Unit combines solar power and batteries with cellular connectivity and proprietary software to protect your property.

TECHNICAL SPECIFICATIONS

WEIGHT	1,900 lbs
SUSPENSION	3,500 lbs axle & springs
TIRE SIZE	13"
POWER	24 V DC @ 24 watts (disarmed) @ 35 watts (armed) @ 100 watts (max, floodlight on)
SOLAR GENERATION	800 watts
BATTERY CAPACITY	460 AH

MEASUREMENTS

	LENGTH	WIDTH	HEIGHT
DEPLOYED	103"	96"	264"
TRANSPORT	100"	68"	102"
TOW	135"	68"	102"





Quote Prepared For: Alameda Unified School District

Quote Prepared By: Chris Gonzalez

Quote Subscription Term (Months):12

Group1					
	MSRP	QTY	Monthly Total / unit	Term Total / unit	Contract Total
Subscription	\$3,495.00	1.00	\$2,500.00	\$30,000.00	\$30,000.00
Mobile Mount-Solar	\$0.00	1.00	\$0.00	\$0.00	\$0.00
Monitoring Subscription	\$495.00	1.00	\$350.00	\$4,200.00	\$4,200.00
Setup Fee	\$500.00	1.00	\$0.00	\$0.00	\$0.00
Shipping Fee	\$1,500.00	1.00	\$0.00	\$0.00	\$0.00
Subtotal (pre-tax):	\$5,990.00			\$34,200.00	\$34,200.00

Quote Total:

Pre-Tax Quote Total: **\$34,200.00**

Equipment Relocation/Shipping Costs

Both offsite and onsite relocations are subject to a relocation setup fee of \$400.00 plus applicable shipping.

Additional Terms

All quoted prices are listed pre-tax. LVT will make the Services available through the use of cellular data connectivity. Unless otherwise agreed to in writing, customer will have access to 5 gigabytes of cellular data per month for a standard LVT Omni unit. Customer will have access to 15 gigabytes of cellular data per month for a LVT D3 security unit. Data usage will be reset to zero on the first day of each month. Customers who go over their data usage will be charged \$10.00 per gigabyte.

MSLA SCHEDULE



Schedule No.

This **Schedule**, the attached **Quote**, together with the LiveView Technologies, Inc.'s ("LVT") Master SaaS and Service Level Agreement ("**MSLA**"), which is available at <https://www.lvt.com/legal> sets forth the terms and conditions under which LVT will provide Alameda Unified School District ("**Customer**") with the products and services ordered below (the "**Services**").

Services: Customer agrees to purchase and/or subscribe to the following Equipment and/or Services:

See Attached Quote.

Binding Agreement: The person executing and submitting this Schedule hereby represents and warrants to LVT that he/she has the legal authority to bind the Customer to the purchase and/or subscription of the Equipment and/or Services under this Schedule and the terms and conditions of the MSLA at <https://www.lvt.com/legal>. Upon LVT's acceptance of this Schedule, this Schedule and the terms and conditions of the MSLA represents the entire agreement between the Customer and LVT regarding the provision of Services by LVT to Customer.

BY EXECUTING AND SUBMITTING THIS SCHEDULE TO LVT YOU ARE AGREEING TO PURCHASE AND/OR SUBSCRIBE TO THE LVT EQUIPMENT AND/OR SERVICES PURCHASED UNDER THIS SCHEDULE AND BE BOUND BY THE TERMS AND CONDITIONS OF THE LVT MASTER SAAS AND SERVICES LEVEL AGREEMENT ("MSLA"). THE MSLA GOVERNS YOUR AND YOUR END USERS USE OF THE LVT SERVICES. THE CURRENT VERSION OF THE MSLA IS AVAILABLE AT: <https://www.lvt.com/legal>. THE TERMS AND CONDITIONS OF THE MSLA WILL BE LEGALLY BINDING ON YOU AND YOUR END-USERS. YOU SHOULD CAREFULLY READ THE MSLA BEFORE EXECUTING AND SUBMITTING THIS SCHEDULE. THIS SCHEDULE AND THE MSLA WILL NOT BE BINDING ON LVT UNLESS AND UNTIL IT CONFIRMS ACCEPTANCE OF THIS SCHEDULE.

Agreed and Accepted on _____

Alameda Unified School District

Shariq Khan (Mar 18, 2024 15:17 PDT)

[Signature]

Shariq Khan

[Name]

Asst. Sup. - Business Services

[Title]

Agreed and Accepted on March 15, 2024

LiveView Technologies

[Signature]

John Thomas

[Name]

Corporate Counsel

[Title]

Request for Taxpayer Identification Number and Certification

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

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

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.

LiveView Technologies, 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.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____

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.

☐ Other (see instructions) ^a _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1226 S 1480 W

6 City, state, and ZIP code

Orem, UT 84058

Requester's name and address (optional)

Mailing Address: PO Box 971205, Orem, UT 84097-1205

Check Remittance Address: PO Box 17853, Denver, CO 80217

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

2 0 - 2 3 5 0 3 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ^a

Andrew Gale

Date ^a

01/01/2023

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.

THIRD-PARTY ALERT RESPONSE SERVICES ADDENDUM

Effective Agreement; Amendment: The term of this Addendum is effective as of the Effective Date of the Schedule by and between LVT and Customer and will terminate upon the termination or expiration of the Schedule. For the purposes of this Addendum, LVT means LVT and its designated third-party alert response service provider. The services described in this Addendum may be changed by LVT and Customer only upon signed written agreement. Pricing is subject to review and adjustment by LVT upon renewal of the Schedule.

Limitation of Liability: By using the third-party alert response services utilizing LVT's units and platform software, Customer agrees that LVT has no liability whatsoever for any claims related to the alert response services that result in any direct, indirect, special, incidental, consequential, or punitive damages or loss or damage of any nature whatsoever, or for any lost profits however caused, including liability based on contract, tort, negligence, warranty, or any other theory of liability. If there does arise any liability on the part of LVT under the terms of this Addendum, for whatever reason, such cumulative liability is limited in all cases to direct damages only which in the aggregate will not exceed the fees paid by Customer under this Addendum in the 1-year period immediately preceding the event giving rise to Customer's claim for damages.

Disclaimer: Customer acknowledges that the alert response services are provided by a third-party service provider and are designed to reduce, but not eliminate, certain risks. LVT does not guarantee that the alert response services will prevent any loss or liability, including, for example, personal injury or death, unauthorized access, fire and smoke damage, burglary, theft, robbery, medical emergency, or any other liability. Customer acknowledges and agrees that LVT assumes no liability for those risks and that the alert response services will not prevent any loss, damage, or injury to person or property. LVT expressly denies all liability for any claims for loss or damages related to this Addendum.

Insurance: Customer is responsible for obtaining and maintaining all insurance coverage Customer deems necessary, including coverage for personal injury and property damage. The payments Customer makes under this Addendum are not related to the value of Customer's property or business but rather are based on the cost of providing the alert response services.

Invoicing: All fees will be invoiced upon commencement of the alert response services but in no event later than 45 days after execution of the Schedule and in accordance with the invoicing procedures set out in the Professional Services Agreement between Customer and LVT.

Set-Up: Customer agrees to meet with LVT to finalize the Alert Response Schedule and Response Protocols, which will then be communicated to the third-party service provider.

Customer Service: LVT will provide all customer services related to the alert response services. Customer will receive alert responses directly from the third-party service provider. However, Customer should contact LVT for all other communication related to the alert response services.

Configuration: LVT has the right to change schedules, configurations, detection zones, packages, and service offerings based on Customer needs and alerts received. LVT will notify Customer immediately when any changes are made. Customer may terminate this Addendum and the alert response services at any time.

Data Overage Fees: LVT reserves the right to charge for data overages for any reason, including, for example, if a unit is over-alerting due to scheduling or activity on Customer's property, or if Customer or service provider is excessively streaming or downloading video.

Cross-Border Data Transfers: Customer acknowledges that the service provider may store and process Customer data on servers or equipment located outside of the United States. Customer may opt-out of such cross-border data transfer by sending an email to LVT at legal@lvt.com.

ALERTS	PRODUCT NAME	PRODUCT DESCRIPTION
Less than 15	ARS-STANDARD	Up to 12 hours of alerting. Intermittent traffic. Will use audio for non-threatening alerts. Up to 15 alerts per day.
15 to 50	ARS-EXPANDED	More than 12 hours of alerting. High traffic. Alerts for general surveillance and loitering are expected. 15-50 alerts per day.

Customer hereby acknowledges and agrees to the terms and conditions of this Third-Party Alert Response Services Addendum as of the Effective Date.

Customer: _____

Name:
Title:
Date: