

## FINALSITE ORDER

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

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

### A. Pricing Summary

Creative and Deployment Services Package	
Public School Theme Plus The Statement of Work ('SOW') for this Creative Services Package can be reviewed here <a href="https://www.finalsite.com/sowptp">https://www.finalsite.com/sowptp</a>	
Composer CMS Platform	
Communications Core Platform - Districts View a detailed description of what's included in your software package here <a href="http://www.finalsite.com/dcc">http://www.finalsite.com/dcc</a>	
Products Included in Communications Core Platform - Districts	
Admins with ticketing rights (18)	HTTPS Implementation
Bandwidth (20 GB)	LDAP/Google Authentication (Network SSO)
Basic Site Search	Live Webinar Training
Basic Support with integrated ticketing	Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (72 boards pooled)	Website cloud storage (200 GB)
Data Imports through Finalsite Support (4/year)	Page-Based Notifications (Page Pops)
Digital Asset Management & Document Library with Resources	Searchable Knowledge Base and Video Access
District Site and 17 Additional Sites	Site Editors (54)
FERPA-compliant Hosting, Security and Integrated CDN	Social Media Feeds (18)
Finalsite Composer Content Management System	Tiered Permissions and User Management
Faculty/Staff Directory & Role	Unlimited Calendars (Incl. Integration)
Finalsite Payments by BlueSnap	Unlimited Published Pages
Forms Manager (90 forms pooled)	

#### Additional Products or Services Purchased:

Creative and Deployment Services	
Content Migration	

Data Integration	
LDAPS/Active Directory Integration	

Modules	
Advanced Search	iOS/Android App
Weglot Exclusive (Unltd languages, 500K words)	

Training & Support	
Support Plan - Standard	

### Special Provisions:

- 1) Purchase is made via ED TECH JPA MASTER AGREEMENT: RFP No. 20/21-02 Web Design & Hosting.
- 2) Content Migration: Finalsite will migrate 200 pages of content for the district website and 25 for each of the 17 schools.
- 3) The setup is payable by the signature above but the subscription portion of this agreement is subject to board approval and Board President signature at its April 7 Board of Education meeting.
- 4) The following terms supersede those referenced elsewhere in the Order:

### Master Terms, 26. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California USA, excluding conflict of law principles. The original of this Agreement has been written in English and English is the governing language of this Agreement. Customer waives any right it may have under the law of its territory to have this Agreement interpreted by or written in the language of the territory. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Any disputes arising out of this Agreement or the breach thereof shall be resolved in the state or Federal courts located in Alameda County, California, USA.

### From Order Form, B. Payment Terms

2. Unless otherwise specified in the Special Provisions above, this Order Form shall execute a new agreement after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.

### Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

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


Total Setup Cost (USD)
\$26,500

Schedule	Amount
Period 1 - Jul 01 2022	\$ 28,000
Period 2 - Jul 01 2023	\$ 28,000
Period 3 - Jul 01 2024	\$ 28,000
Period 4 - Jul 01 2025	\$ 28,000
Period 5 - Jul 01 2026	\$ 28,000

## B. Payment Terms

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

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

<b>Client</b> Alameda Unified School District
<b>Signature</b>  Shariq Khan (Mar 29, 2022 16:37 PDT)
<b>Name (printed)</b> Shariq Khan
<b>Title (printed)</b> Assistant Superintendent of Business Services
<b>Date</b> 03/29/2022

<b>Active Internet Technologies ("AIT")</b>
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>
<b>Date</b>

School Board President \_\_\_\_\_

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

### ***C. Client Contact Information***

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

<b>Billing Contact</b> Accounts Payable Department - Marites Delos Reyes	<b>Project Contact</b> Robyn Odell
<b>Title</b> Accounts Payable Technician	<b>Title</b> Director of MIS
<b>Address</b> 2060 Challenger Dr	<b>Phone</b> 510-337-7182
<b>City, State Zip</b> Alameda, CA 94501	<b>Email</b> rodell@alamedaunified.org
<b>Phone</b> 510-337-7169	
<b>Email</b> accountspayable@alamedaunified.org	

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b> Shariq Khan
<b>Title</b> Assistant Superintendent - Business Services
<b>Email</b> skhan@alamedaunified.org

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.