



Official Quote

2101 Webster Street, Suite 1850
Oakland, CA 94612

Quote for: Alameda Unified School District
Date: 5/4/2017
Quote # CA-20170329763

This Quote is entered into May 04, 2017 ('Quote Effective Date') and shall be governed by the terms and conditions of the Terms of Service and Privacy Policy ('Contract') by and between Schoolzilla, PBC ('SCHOOLZILLA'), a Delaware corporation having an office located at 2101 Webster Street Suite 1850, Oakland, CA 94612 ('SCHOOLZILLA') and Alameda Unified School District ('CUSTOMER') (collectively, the 'PARTIES'). Unless explicitly stated otherwise in this Quote, any capitalized terms shall have the meaning given to them in the Quote. If there are any conflicts between the provisions of this Quote and the Contract, the terms of this Quote shall control with respect to the subject matter of this Quote. Any provisions of the Contract not amended by this Quote shall remain in full force and effect. References to the 'Quote' shall mean the Contract and this Quote together.

1. Scope of Product and Services

SCHOOLZILLA will implement a cloud-based data warehouse and reporting solution (with data provided by CUSTOMER), training, and professional services as detailed in Table 1. CUSTOMER acknowledges and agrees that SCHOOLZILLA owns and operates Schoolzilla.com, its website, and all rights and privileges thereto, and that it will not infringe on any intellectual property rights owned by SCHOOLZILLA.

SUPPORT:

CUSTOMER may submit support requests via email or phone. SCHOOLZILLA will respond to support requests within one business day with a resolution or, when necessary, an estimated resolution date.

The features and benefits included in CUSTOMER's annual Schoolzilla subscription vary according to the platform plan purchased by CUSTOMER (STARTER, STANDARD, PROFESSIONAL, or ADVANCED) as indicated in Table 1. Scope of all Platform Plans detailed below:

STARTER:

Includes:

- Schoolzilla's standard data quality dashboards for each data integration listed in Table 1
- Your data connected to, hosted and maintained in the data warehouse; cleaned, transformed, and mapped into Schoolzilla's proprietary data structures; data optimized for automated K-12 reports and dashboards
- Your data refreshed on a nightly or weekly basis for "SIS" and "High-Frequency" data integrations and within 2 business days of our receiving your data for "File Upload" or "Low-Frequency" data integrations. All data refreshes are subject to data being provided to Schoolzilla from each source system.
- Weekly or bi-monthly one-hour telemeetings throughout the implementation phase with a dedicated Schoolzilla Impact Manager and access to our support desk via email and phone.
- Access to the Schoolzilla Data Champion Hub

STANDARD:

Includes STARTER plus:

- Schoolzilla's other standard data dashboards for each dashboard collection listed in Table 1
- Access to your data in raw, staged and data block format (where applicable)
- Data quality reports, and customized recommendations for data quality best practices – initial and ongoing

PROFESSIONAL:

Includes STANDARD plus:

- Unlimited ability to publish dashboards to your Schoolzilla Tableau Server environment, and unlimited web-based access to permission-based dashboards for stakeholders throughout your organization
- Unlimited ability to modify Schoolzilla dashboards and create new dashboards using Tableau

ADVANCED:

Includes PROFESSIONAL plus:

- VPN access to the Schoolzilla data warehouse
- Ability to create your own data structures within the Schoolzilla data warehouse

2. Critical Assumptions

The following assumptions were taken into account when preparing the Quote and estimate of hours. If any of them turn out not to be accurate, the schedule and/or budget may be affected. SCHOOLZILLA will work with CUSTOMER to resolve any issues as they occur.

- CUSTOMER agrees to use support@schoolzilla.com for support requests.
- CUSTOMER agrees to provide requisite information for Schoolzilla to meet Table 1 Deliverables in a timely fashion.
- CUSTOMER will identify personnel to be active participants in the implementation, rollout and training steps of the project
- Additional custom support is billed hourly. Please see Schoolzilla's support policy for more information.
- One time connector fees guarantee only current (or previous) school year data quality for SIS or High Frequency sources - historical data will be pulled into the Data Warehouse, but historical data cleaning may incur additional cost if data is in different formats.
- One time connector fees covers only current (or previous) school year data file for Low Frequency sources - historical data in the SAME format as current year data file(s) will be added at no additional cost, but historical data from flat files in a different format may incur additional implementation cost.w
- Schoolzilla's ability to deliver on all items in the statement of work is contingent on Customer's ability to provide requisite information. In cases when vendors or third parties are also involved in a deliverable, their participation and affordance of necessary information and materials are critical for the success of the project. Without sufficient participation from the Customer, vendors, and third parties, deliverables may not be delivered to specification.
- Custom connector hosting fees include upgrades in the event Schoolzilla alters the data model and up to five hours of support to troubleshoot issues that may arise after the initial implementation. Any additional time spent to support the connector will be billed according to Schoolzilla's hourly rates.

3. Fees, Expenses and Invoicing

CUSTOMER agrees to pay for the products and services listed in the appendix, Table 1 within 75 days of invoice date. SCHOOLZILLA will invoice CUSTOMER according to the invoicing schedule listed in the appendix, Table 2.

Upon payment of the annual subscription fee as detailed in the appendix, Table 1, SCHOOLZILLA will provide the hosting services, web services, and Tableau services needed for CUSTOMER staff to access Schoolzilla Data Warehouse and Reports for the length of the subscription period. SCHOOLZILLA reserves the right to change the pricing model for subsequent years with 90 days notice to CUSTOMER.

4. Service Agreement

CUSTOMER's use of the Schoolzilla service is subject to the Terms of Service and Privacy Policy located at <https://app.schoolzilla.com/terms-privacy>, the terms of which are hereby incorporated into this Quote by this reference.

5. Warranties/Indemnification

CUSTOMER warrants and represents that all data disseminated to SCHOOLZILLA associated with the scope of work of this Quote complies with FERPA and COPPA. Schoolzilla agrees to comply fully with FERPA and COPPA and to use student information solely to fulfill its obligations as described in this Quote.

Schoolzilla is a data warehouse, analysis, and visualization platform for K12. We empower school systems across the country to use data to run great schools.

| Table 1. Deliverables and Pricing | | | | |
|---|--|----------------|--------------------------|------------------------------|
| Subscription Fees Based on Total Enrollment of: | | | | |
| 9,455 | | | | |
| Subscription Length (months) | | | | |
| 12.0 | | | | |
| Product Line | Product | Product Detail | Annual Subscription Cost | One Time Implementation Cost |
| Platform Plan | PROFESSIONAL - Adds ability to create your own reports | | \$12,000.00 | |
| Mosaic Modules | District Progress Monitoring (KPIs) | | \$9,455.00 | |

| | | | | | |
|--|-----------------------------|---|------------|---------------------------------|-------------------------------------|
| SIS Data Integrations | Aeries | Aeries - Implementation of Schoolzilla's Aeries integration includes a one-time pull of historical data and nightly refresh of the most recent 60 days of data. The Aeries connectors will load supported student and staff demographics, class and daily enrollment, assertive discipline, inprogress grades, standards grades, and final grades into optimized data structures for reporting. Setting up this integration requires a direct connection (ODBC) or access to the API. | | \$22,692.00 | |
| File-Based or Low-Frequency Data Integrations | AP Exams | AP Exams - File upload | | \$2,363.75 | |
| | CELDT | CELDT - File upload**; Refreshed 2x per year to populate data warehouse. | | \$2,363.75 | |
| | SBAC | SBAC - File upload | | \$2,363.75 | |
| | eadms | eadms - File upload | | \$2,363.75 | |
| Deliverable Overview | | | | Annual Subscription Cost | One Time Cost |
| Services | Custom Development | 15 hours | | | \$2,625.00 |
| | Data Champion Summit | 2 tickets for Summit + Partner Retreat | | | \$850.00 |
| | | | Qty | Annual Subscription Cost | One Time Implementation Cost |
| Tableau | Tableau Desktop Maintenance | Tableau Desktop Annual Maintenance Fee - Access to Tableau software updates & troubleshooting support | 2 | \$600.00 | \$0.00 |
| | | | | Annual Subscription Cost | Total One Time Cost |
| Subscription & Implementation Subtotal | | | | \$53,602.00 | \$0.00 |
| Services Subtotal | | | | \$0.00 | \$3,475.00 |
| Mosaic Grant Award* | | | | -\$9,455.00 | \$0.00 |
| Annual Price | | | | \$44,147.00 | n/a |
| Tableau Price (cannot prorate) | | | | \$600.00 | \$0.00 |
| # of Months covered by this contract | | | | 12.0 | n/a |
| Annual Subtotal | | | | \$44,747.00 | \$3,475.00 |
| Contract Total | | | | | \$48,222.00 |

* Alameda USD was awarded 100% of subscription costs for Mosaic in 2017-18 as part of the Mosaic DPM grant.

Table 2. Invoicing Schedule

| Invoice # | Invoice Date | Description | TOTAL | Subscription Cost | One Time Cost |
|-----------|--------------|--|-------------|-------------------|---------------|
| 1 | 5/8/2017 | 12 months of Subscription fees + one-time fees | \$48,222.00 | \$44,747.00 | \$3,475.00 |

This proposal expires June 14, 2017 if not signed by the customer before then.

Accepted and agreed to:

SCHOOLZILLA DocuSigned by:

Signed: Lynzi Ziegenhagen

Printed: Lynzi Ziegenhagen

Title: President/CEO

Date: 2017-05-04

CUSTOMER

Alameda Unified School District

Signed: Shariq Khan

Printed: SHARIQ KHAN

Title: CBO

Date: 5/4/2017