

Beehively 129 E Street, Suite D3, Davis, CA 95616 Phone: 888-851-4879 | Fax: 415-236-6068 contracts@beehively.com

CONTRACT ISSUE DATE: April 24, 2019

I. Client:

East Bay Innovation Academy 3800 Mountain Blvd Oakland CA 94619

II. Beehively Web Services

1. Web Services

- a) Website Implementation includes
 - (1) Custom design
 - (2) Domain management
 - (3) Implementation
 - (4) Support via email and 888 number
 - (5) Ongoing maintenance
 - (6) SSL Certificate implemented for this domain

III. Pricing

Beehively Web Services	Pricing
Ongoing Beehively Web Services (Ongoing Monthly)	\$300
Spring Discount (20% off the Ongoing Monthly Fee)	\$240
Beehively One-time Website Fee	\$3,000
Spring Discount (20% off the One Time Website Fee)	\$2,400
TOTAL	\$240/Month \$2,400 One Time Activation Fee

Prepared By:

Beehively

Emily Jenkins

Director of Client Services emily@beehively.com

IV. Terms & Conditions

- Service Term The CONTRACT Service Term will be from <u>May 1, 2019 to April 30, 2022</u>. Billing and services are available starting on the first day of the CONTRACT Service Term.
- 2. **Pricing -** Pricing covers up to (600) students.
- 3. Renewal Term This CONTRACT will renew for additional Service Terms, each of which will continue for 1 year (12 months), starting the day after the last day of the previous CONTRACT Service Term. The automatic renewal occurs 3 months prior to the end of the annual subscription. Upon renewal, the school is agreeing to pay for 12 additional months of service. There is no early termination provision while in the midst of a subscription. A request for termination of the annual automatic renewal must be provided in writing 3 months prior to the end of the contract. All payments must be made prior to termination of the contract.

4. Billing Terms

- The school will be invoiced for this CONTRACT in quarterly payments (3 X the monthly payment). Invoice will be sent 30 days prior to the subscription quarter. Due upon Receipt. A late fee of 2% per month will be assessed after 60 days overdue.
- 2. The initial payment (pro-rated for the initial quarter) and the one-time "Setup Fee" are due and payable on the day the CONTRACT is initiated.
- 3. Invoicing by email to:
- 6. **Terms of Service -** as stated here: http://beehively.com/tos
- 7. **Liability -** CLIENT agrees that Vendor's liability for acts and omissions on the part of the Vendor, which result in damages to CLIENT's property, shall be limited to the replacement of any defective service or, at BEEHIVELY's option, refund of the purchase price.
- 8. Offer Period / Expiration The terms and services offered by BEEHIVELY in this document will expire 30 days after the "Contract Issue Date" listed at the top of this agreement unless signed by that expiration date. If the offer period lapses and CLIENT has not signed this document, the offer by BEEHIVELY will be deemed withdrawn, and a new contract document will need to be issued by BEEHIVELY.

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Emily Jenkins Director of Client Services emily@beehively.com

V. Acknowledgment of Terms of Agreement

Client Agreed and Accepted

The parties acknowledge having read these terms and conditions of, and they agree to, this CONTRACT.

CLIENT Signature:	BEEHIVELY Signature:
Michelle S. Cho	
Printed Name:	Printed Name:
Michelle S. Cho	
Title:	Title:
Date: 5/14/19	Date:

Ргера

Beehively

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