



# MAGNOLIA PUBLIC SCHOOLS

## Board Of Directors

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Board Agenda Item #	III. D
Date:	10.12.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of SIS Contract with CoolSIS through August 2018

### Proposed Board Recommendation

I move that the board approve the SIS Contract with CoolSIS through August 2018.

### Background

MPS has been using CoolSIS for our Student Information System and AP processing for many years. Our 3-year contract with CoolSIS ends in October 2017. MPS has vetted different vendors for our SIS needs and the MPS Board of Directors has voted to use Illuminate Education as our next SIS, with full implementation starting in the 2018-19 school year. Currently, for the 2017-18 school year, as planned, we are using CoolSIS as our SIS and at the same time working closely with the Illuminate team on transitioning to Illuminate—mapping CoolSIS to Illuminate, working on transitioning our historical data, attending trainings, inviting school leads to become trainers, etc. Therefore, as planned, MPS needs to continue using CoolSIS for the 2017-18 school year. We are asking the board to approve a new contract with CoolSIS that ends by the end of August 2018 so that there is no interruption in our SIS during this transition. This motion is only for the SIS portion of CoolSIS. Business module is being handled separately by the finance department.

### Budget Implications

Schools included the Coolsis fees in the board-approved budget using the old rates. Budget realignments will be requested from each site to accommodate the slight increase in the cost. The new per student per month CoolSIS SIS rate will be \$2.75, compared to the prior amount which used to be \$2.00. The reason for the increase is that MPS had a 3-year contract before and a special deal; and now we are transitioning out and only asking for an eleven-month contract.



# MAGNOLIA PUBLIC SCHOOLS

13950 Milton Ave. 200B Westminster, CA 92683

P: (714) 892-5066 F: (714) 362-9588

SIS cost: (Based on # current students)

## COOLSIS FEE CALCULATION

CAMPUS	Student #	License Fee	Price
Magnolia Science Academy 1- Reseda	543	\$2.75	\$1,493
Magnolia Science Academy 2- Valley	470	\$2.75	\$1,293
Magnolia Science Academy 3- Carson	461	\$2.75	\$1,268
Magnolia Science Academy 4- Venice	176	\$2.75	\$484
Magnolia Science Academy 5- Los Lobos	210	\$2.75	\$578
Magnolia Science Academy 6- Palms	163	\$2.75	\$448
Magnolia Science Academy 7- Northridge	291	\$2.75	\$800
Magnolia Science Academy 8- Bell	488	\$2.75	\$1,342
Magnolia Science Academy San Diego	406	\$2.75	\$1,117
Magnolia Science Academy Santa Ana	733	\$2.75	\$2,016

TOTAL:  $\$10,839 * 11 = 119,229$  (\$97,551 from October 2017 to end of June 2018; \$21,678 for FY 2018-19)

Name of Staff Originator:

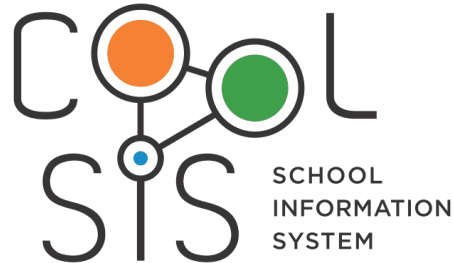
David Yilmaz (Chief Accountability Officer) and Ismail Ozkay (Data Manager & SIS Coordinator)

Attachments

-CoolSIS Agreement for 2017-18

COOL SIS Technologies, Inc.

811 Alpha Dr Suite 331  
Richardson, TX 75081



*Platinum Package  
Application Service Provider Renewal Agreement*

School Name:

***MAGNOLIA Public Schools***

Address:

***250 E. 1st St. #1500 Los Angeles, CA 90012***

Effective Date:

***October 1, 2017***

## COOLSIS AGREEMENT GUIDE

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## APPLICATION SERVICE PROVIDER

This Application Service Provider Agreement (the "Agreement") is made as of October 1, 2017 (the "Effective Date") by and between **COOLSIS Technologies, Inc.** with its Affiliates ("**COOLSIS**"), having its principal place of business at 811 Alpha Dr Suite 331 Richardson, TX 75081, and **MAGNOLIA Public Schools**, its principal place of business at 250 E. 1st St. #1500 Los Angeles, CA 90012.

WHEREAS COOLSIS owns COOLSIS™, which is a School Information System software application hosted at COOLSIS Servers;

WHEREAS Customer desires to obtain access to COOLSIS™ (Licensed Software) and COOLSIS Application Services; and

WHEREAS COOLSIS is willing to enter into an agreement with Customer whereby Customer and Customer' Members and Partners will obtain access to the Licensed Software.

WHEREAS MAGNOLIA Public Schools and Locations are listed as;

- Magnolia Public Schools Central Office
- Magnolia Science Academy 1- Reseda
- Magnolia Science Academy 2- Valley
- Magnolia Science Academy 3- Carson
- Magnolia Science Academy 4- Venice
- Magnolia Science Academy 5- Los Lobos
- Magnolia Science Academy 6- Palms
- Magnolia Science Academy 7- Northridge
- Magnolia Science Academy 8- Bell
- Magnolia Science Academy San Diego
- Magnolia Science Academy Santa Ana

NOW, THEREFORE, the parties agree as follows:

## 1- DEFINITION

The following terms, when capitalized, will have the meanings designated in this Definitions section:

**Access:** An event in which Customer or one of Customer's Partners logs on to the COOLSIS application services using an identifying "license key" that has been given to Customer or to such Partner by Customer.

**Affiliate:** Any entity or person directly or indirectly controlling, controlled by or under common control with Customer or any entity or person with whom Customer has a business relationship. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to Customer, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Customer, whether through the

ownership of voting securities or by contract or otherwise.

**Confidential Information:** Any and all information disclosed by either party to the other that is marked "confidential" or "proprietary," including orally conveyed information designated confidential at the time of disclosure provided that it is reduced to a written summary marked "confidential" that is supplied to the other party within 30 days of the oral disclosure, pricing, terms, attachments, exhibits and all information related to the software associated with this Agreement. Confidential Information shall be deemed to include the Licensed Software, and the COOLSIS Application Services. "Confidential Information" does not include any information that the receiving party can demonstrate is: (a) rightfully known prior to disclosure; (b) rightfully obtained from a third party authorized to make such a disclosure,

without breach of the terms and conditions of this Agreement; (c) independently developed by the receiving party as demonstrated by contemporaneous documents; (d) available to the public without restrictions; (e) approved for disclosure with the prior written approval of the disclosing party; or (f) disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

**Downtime:** The period in which packets are not being sent and received properly from COOLSIS Servers, as defined in Exhibits.

**Licensed Software:** Proprietary software named COOLSIS™ in object code form only, hosted on COOLSIS Servers.

**Permitted Users:** Individuals employed or retained by Customer or its Partners who have been identified to COOLSIS and given a password to Access the COOLSIS Application Services and Licensed Software pursuant to this Agreement.

**Partner:** Each company or entity having a business relationship with the Customer and requiring access to the COOLSIS Application Services for purposes of executing Customer Data.

**COOLSIS Application Services:** Remote access of the COOLSIS Licensed Software for purposes of using School Information System.

**COOLSIS Support Services:** Support Services related to COOLSIS Application Services to be provided by COOLSIS to Customer.

**COOLSIS Servers:** Computer hardware servers controlled by COOLSIS.

**District:** A group of schools under the same governing body.

## 2- TERMS AND CONDITIONS

### 1. Services

**1.1 COOLSIS Application Services:** Subject to the terms of this Agreement, COOLSIS will provide Customer with COOLSIS Application Services as set forth in Exhibit A.

**1.2 COOLSIS Support Services:** COOLSIS shall provide COOLSIS Support Services as set forth in Exhibit B.

**1.3 Scheduled Available Time:** COOLSIS shall use reasonable efforts to make the COOLSIS Application Services available twenty-four (24) hours per day, seven (7) days a week, excluding:

**1.3.1** Scheduled downtime for systems maintenance, including without limitation

diagnostics, upgrades, and operations reconfiguration.

**1.3.2** *Unscheduled downtime* caused by other forces beyond the immediate control of COOLSIS, including software defects, hardware failures, or downtime caused by Customer's network or the Internet.

**1.4** *Unscheduled Downtime:* In the event that COOLSIS Servers experience Downtime, then Customer may be entitled to a credit, as set forth in Exhibit C. The credit described in this paragraph is Customer's sole and exclusive remedy related to Downtime.

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## 2. Licenses

**2.1 Licensed Software:** Subject to the terms of this Agreement, COOLSIS hereby grants to Customer a nonexclusive, limited, personal license to allow the Permitted Users to use the Licensed Software (COOLSIS™) via the COOLSIS Application Services. Customer's rights in the Licensed Software will be limited to the limited license expressly granted in this Section 2. COOLSIS reserves all rights and licenses in and to the Licensed Software not expressly granted to Customer under this Agreement.

**2.2 License Restrictions:** Unless otherwise provided for in this Agreement, Customer may not, nor permit any third party to: (a) copy the Licensed Software; (b) modify, translate or otherwise create derivative works of the Licensed Software; (c) disassemble, decompile or reverse engineer the object code or source code of the software; (d) publish, or otherwise make available to any third party, any benchmark testing information or results; or (e) export or re-export the Licensed Software in violation of any United States export law or regulation.

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## 3. Intellectual Property

**3.1 Software's Intellectual Property:** COOLSIS and its licensors (if any) exclusively own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques COOLSIS provides under this Agreement, and all technology available on the COOLSIS Servers. Customer agrees and acknowledges that no title to the Licensed Software or any aspect of the COOLSIS Application Services shall pass to Customer under this Agreement.

any such intellectual property rights owned by COOLSIS in an action for infringement or otherwise. COOLSIS agrees and acknowledges that no title to the Customer Data shall pass to COOLSIS under this Agreement.

**3.2 Customer's Intellectual Property:** Subject to the license granted by Customer in Section 2.5, Customer shall exclusively own all intellectual property rights, title and interest in the Customer Data, documentation, or any Confidential Information related to the Customer's Business, Customer provides under this Agreement, provided however that Customer shall not gain any ownership interest in the Licensed Software, which shall at all times remain the property of COOLSIS, and provided further that COOLSIS shall own all intellectual property rights in the Application Infrastructure. Customer agrees not to challenge

**3.3 Retained Know-How:** Customer acknowledges that COOLSIS provides professional services and monitoring, configuration and application services for other parties, and agrees that nothing herein will be deemed or construed to prevent COOLSIS from carrying on such services. Nothing in this Agreement will preclude COOLSIS from developing for itself, or for others, materials that are competitive with those produced as a result of the services provided under this Agreement, irrespective of their similarity to items that may be developed by Customer under this Agreement. COOLSIS will have the right to use techniques, methodologies, tools, ideas and other know-how gained during the performance of the services in the furtherance of its own business and to perfect all other intellectual property rights related thereto, including patent, copyrights (except as otherwise stated above) trademark and trade secrets.

*Password Allocation:* Customer shall identify Customer employees and Partners who are Permitted Users and who will receive passwords to use the Licensed Software and the COOLSIS Application Services for the purposes permitted by this Agreement. Customer shall provide to COOLSIS a list of such Permitted Users separated according to Partner, and shall provide periodic updates as necessary. Customer will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, each password, including entering into appropriate agreements with its Partners and employees who are Permitted Users. Customer will immediately notify COOLSIS in writing if Customer determines, or has reason to

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## 4. Permitted Users

believe, that an unauthorized party has gained access to a password. Customer authorizes COOLSIS to rely upon any information and/or instructions set forth in any data transmission using the assigned password, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of COOLSIS. Use of the assigned password, whether or not authorized by Customer, shall be solely the responsibility of and the risk of Customer. Customer shall indemnify, defend, and hold harmless COOLSIS from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of Customer's or its Partners' passwords.

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## 5. Payment Obligations

Payment and Invoicing terms and obligations shall be as set forth on Exhibit D attached hereto.

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## 6. Confidential Information

**6.1 Agreement Terms:** Under no circumstances may either party disclose any pricing or business terms related specifically to this Agreement, or any negotiations thereof, to any third party (including, but not limited to, competitors, industry analysts, press or media).

**6.2 Obligation:** Neither party will use any Confidential Information of the disclosing party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing party. Each party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither

party is allowed to disclose the other party's Confidential Information to any person or entity other than the receiving party's officers, employees, consultants and legal advisors who need access to such Confidential Information to affect the intent of the Agreement. Each individual or entity receiving Confidential Information pursuant to this subsection must have entered into a written confidentiality agreement the sole objectives of which are to further the intent of this Section 6. Customer shall not disclose, orally or in writing, any benchmark tests of the Licensed Software to any third party. Each party agrees to notify the other of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other party,



and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.

**6.3** Deemed Confidential Information: The Licensed Software shall be deemed the

Subject to the survival provision set forth below in Section 12, either party may terminate this Agreement upon 30-days' prior written notice.

This Agreement, and any Exhibit referencing this Agreement, may be terminated as follows:

**8.1** If Customer fails to make any payment due hereunder, and fails to cure such breach within 10 days after receiving written notice from COOLSIS, then COOLSIS may immediately and without further notice terminate this Agreement and declare all sums due, and to become due hereunder, immediately payable.

**8.2** Except as set forth in Section 8.1 above, if either party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 30-day period.

**8.3** This Agreement may terminate immediately upon notice by COOLSIS if a receiver is appointed to Customer, an assignee is appointed for the benefit of creditors of Customer, or in the event of Customer insolvency or Customer's inability to pay

Confidential Information of COOLSIS, and the Customer Data shall be deemed to be Confidential Information of Customer.

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## 7. Term and Renewal

The payment terms of this Agreement set forth in Exhibit D shall be effective for eleven months starting from the Effective Date ("Initial Term").

Upon expiration of the Initial Term, this Agreement may be renewed for successive one-year term at COOLSIS' then-current rates.

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## 8. Termination

debts as they become due, except as may be prohibited by applicable bankruptcy laws. Such termination shall not be deemed a material breach of this Agreement, and Customer shall not incur any additional liability due to such termination.

**8.4 Software:** Upon termination or expiration of this Agreement, all Customer rights to COOLSIS Application Services and Licensed Software, including but not limited to the rights to use and Access, automatically terminate immediately. Customer will discontinue its use of the Licensed Software and the COOLSIS Application Services and return or provide verification of destruction related to any copy of any Confidential Information of COOLSIS it may possess.

**8.5 Return of Data:** Subject to payment of all amounts due hereunder, and upon written request, COOLSIS will provide to Customer such contents of the Database that are owned by Customer, as such contents exist on the date of termination, in a standard data file format.

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## 9. Limitation of Liability

**9.1** In no event will COOLSIS' liability arising out of or related to this agreement exceed the sum of fees paid by customer for the services giving rise to the liability during the eleven months period immediately preceding the date the alleged liability arose. In no event will COOLSIS, its licensors, or its suppliers have any liability to customer or trading partners for any consequential or incidental losses, including but not limited to lost profits, loss of business, loss of use or of data, any unauthorized access to, alteration, theft or destruction of customer's or trading partners' computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services, or for any indirect, special or consequential damages however caused and under any theory of liability and whether or not COOLSIS

has been advised of the possibility of such damage. The parties agree that the terms in this limitation of liability section represent a reasonable allocation of risk.

**9.2 *Disaster Recovery:*** COOLSIS will make commercially reasonable efforts to create and protect back-up copies of Customer Data and other customer information. Subject to the above, COOLSIS shall have no liability or duty of indemnification related to lost or corrupts Customer Data. This limitation of liability eliminates any duty or liability on the part of COOLSIS related to lost or corrupts Customer Data resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of its control.

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## 10. Warranty

**10.1 *Mutual Warranty:*** Each party warrants to each other that it has the right and authority to enter into, and to grant the rights and perform the obligations described in, this Agreement.

**10.2 *Limited Warranty:*** Each party will perform its obligations hereunder in a good and workmanlike manner. The sole remedy and exclusive liability for breach of this warranty shall be re-performance of the breaching party's obligations.

**10.3 *Disclaimer:*** COOLSIS specifically does not warrant that the Licensed Software or COOLSIS Application Services will meet all of Customer's requirements, that the use of the

Licensed Software or COOLSIS Application Services will be uninterrupted or error-free, that patches or workarounds will be provided, or that errors will be corrected in Licensed Software updates, or in every case, or that COOLSIS Application Services will detect every bug in Customer's systems, or that Customer's systems

will operate without error after testing. COOLSIS disclaims any and all liability resulting from or related to any breach of Internet security or disruption of Customer's connections to the Internet, due to any reason beyond COOLSIS' control.

**10.4 *Exclusive Warranty:*** THE ABOVE WARRANTY IS EXCLUSIVE. COOLSIS MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE TERMS OF THE SOFTWARE, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

**10.5 *As-Is Basis:*** THE SOFTWARE AND SERVICES ARE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ON AN "AS-IS" BASIS. COOLSIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

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## 11. Indemnity

**11.1 COOLSIS Indemnity:** COOLSIS will indemnify Customer from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against Customer, to the extent that it is based upon a claim that the Licensed Software, as provided by COOLSIS to Customer under this Agreement and used within the scope of this Agreement, infringes any U.S. patent or copyright issued as of the Effective Date, or incorporates any misappropriated trade secrets. COOLSIS' obligations to Customer under this Section shall only be valid provided that Customer: (a) promptly notifies COOLSIS in writing of the claim; (b) grants COOLSIS sole control of the defense and settlement of the claim, provided that COOLSIS will not settle a pending matter without first notifying Customer; and (c) provides COOLSIS with all assistance, information and authority required for the defense and settlement of the claim.

**11.2 Injunctions:** If Customer's use of any of the COOLSIS Application Services hereunder is, or in COOLSIS' opinion is likely to be, enjoined due to the type of infringement specified above, COOLSIS may, at its sole option and expense: (a) procure for Customer the right to continue using such Licensed Software under the terms of this Agreement; (b) replace or modify such Licensed Software so that it is non-infringing and substantially equivalent in function to the enjoined Licensed Software; or (c) terminate Customer's rights and COOLSIS' obligations hereunder with respect to such Licensed Software with no further liability.

**12.1 Purchase Orders and Forms:** The terms, provisions or conditions of any purchase order or any associated documentation used by Customer will be governed solely and exclusively by the terms of this Agreement, regardless of any failure of COOLSIS to object to those terms, provisions or conditions.

**11.3 Exclusions:** COOLSIS will have no indemnification obligation for any claim of infringement or misappropriation to the extent that it results in whole or part from: (a) modification to the Licensed Software made by a party other than COOLSIS; (b) failure of Customer to use updated or modified Licensed Software provided by COOLSIS to avoid a claim of infringement or misappropriation; (c) combination of the Licensed Software with other systems, products, processes or materials to the extent that such claim would have been avoided without such combination use of the Licensed Software; or (d) compliance by COOLSIS with designs, plans or specifications furnished by or on behalf of Customer.

**11.4 Customer Indemnity:** Customer will indemnify COOLSIS from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against COOLSIS, to the extent that it is based upon a claim that other Customer systems, materials or software, infringe any U.S. patent or copyright issued as of the Effective Date, or incorporate any misappropriated trade secrets. Customer's obligations to COOLSIS under this Section shall only be valid provided that

COOLSIS: (a) promptly notifies Customer in writing of the claim; (b) grants Customer sole control of the defense and settlement of the claim; and (c) provides Customer with all assistance, information and authority required for the defense and settlement of the claim.

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## 12. General

**12.2 Publicity:** COOLSIS and MAGNOLIA Public Schools may issue a mutually agreed upon press release announcing the relationship established by this Agreement, as well as other press releases as may be mutually agreed upon from time to time. COOLSIS will have the right to include quotes from Customer in COOLSIS press releases upon

Customer's prior approval of such quotes, which approval will not be unreasonably withheld, conditioned or delayed. Customer agrees that COOLSIS may use Customer's name, trademarks and logos in press releases, product brochures and similar marketing materials, financial reports and prospectuses indicating that Customer is a customer of COOLSIS, and may use Customer as a reference for sales and public relations purposes.

**12.3 Assignment:** Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Assignment without such consent shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

**12.4 Amendment:** The terms and conditions of this Agreement may not be changed except by an amendment in writing, which references this Agreement and is signed by an authorized officer of each party.

**12.5 Waiver:** No failure or delay by either party in exercising any right or remedy under this Agreement shall operate or be deemed as a waiver of any such right or remedy.

**12.6 Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**12.7 Arbitration and Equitable Relief:** The parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by expedited arbitration to be held in the borough of California, in accordance with the rules of the American Arbitration Association then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. COOLSIS and Customer shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay its counsel fees and expenses. Nothing herein shall prevent either party from seeking emergency equitable relief in a court of law if necessary.

**12.8 Notices:** All notices required under this Agreement must be in writing and refer to the title and Effective Date of this Agreement. Notices shall be effective upon (a) actual delivery to the other party, if delivered in person, or by facsimile, or by national overnight courier; or (b) five business days after being mailed via U.S. postal service, postage prepaid. All notices shall be sent to the address stated in this Agreement or at such other address as either party may provide by advance written notice in accordance with this subsection.

**12.9 Independent Entities:** The parties are independent entities. Neither party shall be deemed to be an employee, agent, partner, joint venture nor shall legal representative of the other for any purpose, and neither have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

**12.10 Severability:** Any provision of this Agreement that is held to be unenforceable in any jurisdiction shall be ineffective only as to that jurisdiction, and only to the extent of the unenforceability of such provision without invalidating the remaining provisions hereof.

**12.11 Force Majeure:** Except for Customer's obligations to make payment hereunder, neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its reasonable control, caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including without limitation failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment.

**12.12 Complete Understanding:** This Agreement, including all Exhibits constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written.

**12.13 Survival:** The respective rights and obligations under the Sections headed Confidential Information, Termination, and Limitation of Liability, in addition to any payment obligations incurred pursuant to this Agreement, shall survive the termination or expiration of this Agreement.

**EXHIBIT A**  
**3- COOLSIS APPLICATION SERVICES**

The Platinum Package Application Services as described below will be in effect so long as Customer is in full compliance with all applicable license and/or service agreements between Customer and COOLSIS.

**SCOPE OF APPLICATION SERVICES:** In the following tables the Standard modules and the Extra Modules and Features are listed.

**A. COOLSIS Modules**

Modules	Description	INCLUDED
<b>Enrollment Inquiry Wizard</b>	receive enrollment applications using a customizable web interface.	✓
<b>Enrollment Inquiry Form</b>	receive enrollment applications using a web form.	✓
<b>Parent &amp; Student Information</b>	collect and manage a large variety of information about students and parents.	✓
<b>Enrollment Application Management</b>	manage and process new enrollment applications.	✓
<b>Attendance</b>	enter, verify and manage student attendance which can be taken by user friendly interfaces such as seating charts.	✓
<b>Gradebook</b>	create assignments to single or multiple student groups with one click, enter grades quickly and efficiently.	✓
<b>Behavior</b>	report, manage and communicate student behavioral incidents not only for disciplinary purposes but also to reward good behavior.	✓

<b>Standard Reports</b>	run from a huge collection of reports designed to make your job easier in day to day school operations.	✓
<b>Parent &amp; Student Web Access</b>	allow the parents and students to view and track academic and behavioral information as soon as it is entered.	✓
<b>College Counseling</b>	create and track individually customized graduation requirements and four-year plans for high school students.	✓
<b>Activities</b>	create and track staff sponsored activities.	✓
<b>Custom Checklist</b>	create custom fields to collect and track information or documents regarding parents, students, staff, school or enrollment applications.	✓
<b>Dashboard</b>	customize your landing page with a variety of gadgets displaying information that is important to you.	✓
<b>Gradebook Templates</b>	create teacher-ready templates that consist of categories and assignments to standardize grading.	✓
<b>Central Office</b>	view and manage data from multiple schools in a single screen.	✓
<b>Course Management</b>	create and administer student courses and schedules using a centrally managed course catalog.	✓
<b>User Access Management</b>	manage and fine tune user roles and their access to data using a vast number of pre-defined credentials.	✓

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## B. Applications & Features

Apps & Features	Description	INCLUDED	Upgrade Price
<b>Transactional Messages</b>	automatically notify parents or staff members regarding behavioral, academic or business transactions.	Email, Push Notification, Text Message	
<b>Mass Emailing</b>	send mass emails to your students and parents.	30.000 Email Included	\$ 1 per 1K emails
<b>Admin User</b>	manage your schools' data with specially designed powerful login with additional functionality.	CC	
<b>Mobile App Access for Parents &amp; Students</b>	allow the parents and students to view and track academic and behavioral information and get notifications using mobile app.	✓	
<b>Mobile App Access for Staff</b>	give the convenience of a mobile app to your staff to do their daily tasks such as attendance, grading and behavior incident entry.	✓	
<b>Exam Reader</b>	easily grade and upload scores of your assignments by using printable answer sheets and a scanner.	✓	
<b>Windows User Sync</b>	automatically sync your students accounts on your Windows network based on student records.	✓	
<b>FTP Access</b>	access stored documents using an FTP client software using your COOLSIS log-in.	✓	
<b>Documents Storage Quota</b>	increase your storage space for your document uploads.	20 GB	\$ 10 per GB per month
<b>New Module Access</b>	be the first to take advantage of a newly available standard module.	✓	

**EXHIBIT B**  
**4- COOLSIS SUPPORT SERVICES**

The Platinum Package Support Services terms as described below will be in effect so long as Customer is in full compliance with all applicable license and/or service agreements between Customer and COOLSIS.

SCOPE OF SUPPORT SERVICES: COOLSIS shall use reasonable efforts to provide the following services related to COOLSIS Application Services during Regular Hours as defined in the following table.

## C. Services

Services	Description	INCLUDED	Upgrade Price
<b>Custom Report Design</b>	enrich the Standard Reports with new custom designed reports according to your specific needs and purposes.	(+) 10 New Reports per year	\$120 per hour
<b>Custom Development</b>	enrich COOLSIS with new custom designed features, modules or functionality according to your specific needs and purposes.	(+) Prioritize new modules	\$120 per hour
<b>Raw Data Access</b>	get read only access to your school's real-time data with a free software to analyze it.	✓	
<b>Hosting</b>	worry-free high-performance data and web hosting on state-of-the-art servers with constant monitoring, maintenance and support.	✓	
<b>sis.cool Email Account</b>	forward your school's COOLSIS email account to your schools' contact email addresses to catch unmonitored emails.	✓	
<b>Helpdesk Knowledge Base Access</b>	take advantage of the wealthy content of how-to videos, training presentations, fast facts and knowledge base articles.	✓ Every User	
<b>Support Ticketing Access</b>	get answers to your questions, receive assistance or report bugs in a timely manner from experienced support team.	✓ Every User	
<b>Live Support</b>	receive live support via phone, VoIP services and remote desktop access to resolve your issues quickly.	✓ SC	\$75 per user
<b>Training</b>	take advantage of a variety of training packages to keep you and your staff knowledgeable and effective in using COOLSIS.	✓ Every User	\$120 per session
<b>On-site Implementation</b>	take advantage of having the expertise and experience of our Implementation Specialists at your school site for quick and smooth transition into COOLSIS.	✓ Every year	



<b>Backup</b>	keep periodic backups of your school's data to protect yourself against major user errors.	Daily: last 5y Hourly: last 24h	
<b>On-demand Backup File Delivery</b>	receive school's data backup files of your choice to compare and view partial historical changes on your data.	✓	
<b>Data Access for Third-Party Organizations</b>	give third party organizations secure and limited access to your data for your specific needs.	✓	
<b>Custom Data Manipulation</b>	request custom manipulations on your data such as merge, purge, mass updates or inserts based on your specific needs.	✓	
<b>Student &amp; Transcript Data Import</b>	import student information and transcript records using templates.	✓	

**ERROR SEVERITY LEVELS:** COOLSIS shall exercise reasonable efforts to correct any Error (as defined below) reported in the current unmodified release of Licensed Software in accordance with the Severity level reasonably assigned to such Error by COOLSIS. Severity levels are defined below in the Definitions section of this Exhibit B.

**Severity 1 Errors:** COOLSIS shall promptly commence the following procedures upon notification of the problem during Regular Hours and upon confirmation by COOLSIS that the Error is a Severity 1 Error:

1. Within the first four (4) business hours, COOLSIS will document and commence recreation and resolution of the problem;
2. If resolution has not been determined after the initial four business hours, COOLSIS will mobilize a technical team to troubleshoot the problem and define solution options;
  - a) COOLSIS will assign a company representative to oversee and report on all corrective action activities;
  - b) An COOLSIS company representative will initially notify Customer of problem resolution status and will report on the status every twenty-four (24) hours thereafter;

**Severity 2 Errors:** COOLSIS shall exercise reasonable efforts to provide a Fix as soon as an Error has been identified and the appropriate Fix developed.

**Severity 3 (or lower) Errors:** COOLSIS shall exercise reasonable efforts to include the Fix for the Error in a future release.

Customer is responsible for providing sufficient information and data to allow COOLSIS to readily reproduce all reported Errors. If COOLSIS believes that a problem reported by Customer may not be due to an Error in an COOLSIS Application Service, COOLSIS will so notify Customer.

**EXCLUSIONS:** COOLSIS shall have no obligation to support: **(i)** altered or damaged COOLSIS Application Services or any portion of a COOLSIS Application Service incorporated with or into other software; **(ii)** COOLSIS Application Service problems caused by Customer's negligence, abuse or misapplication, use of COOLSIS Application Services other than as specified in the COOLSIS user manual or other training materials, or other causes beyond the control of COOLSIS; **(iii)** questions and problems associated with accessing Customer's own systems such as local network, server or internet connections.

## DEFINITIONS

- **"Error"** means an error in an COOLSIS Application Service that significantly impairs such COOLSIS Application Service as compared to the COOLSIS published product documentation.
- **"Fix"** means the repair or replacement of object or executable code versions of an COOLSIS Application Service to remedy an Error.
- **"Severity 1 Error"** means an Error that renders the product inoperative. When attempting to use the product, the user is prevented from performing a necessary function and there is no acceptable Workaround.
- **"Severity 2 Error"** means an error in which major functionality is experiencing a reproducible problem that causes major inconvenience to the user. A Workaround may exist but it has high user impact.
- **"Severity 3 Error"** means an Error in which an important function is experiencing an intermittent problem or a common non-essential operation is failing consistently.
- **"Workaround"** means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing use of an COOLSIS Application Services.
- **"Regular Hours"** means 8:00AM to 6:00PM Pacific Standard Time on Monday thru Friday.

**THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICATION SERVICE PROVIDER AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY PROVISION OF ANY SUCH AGREEMENT.**

**EXHIBIT C**  
**5- UP TIME**

In the event Customer experiences any of the following and COOLSIS determines in its reasonable judgment that such event was caused by COOLSIS ' failure to provide COOLSIS Application Services for reasons within COOLSIS' reasonable control and not as a result of any action or inaction of Customer or any third party (including Customer equipment and/or third party equipment or software), COOLSIS will, upon Customer's request,

**A.** Inability to Access the Servers. Except for the exclusions described in Section 1.3 of this Agreement, if Customer is unable to transmit or receive information from COOLSIS Servers to other portions of the Internet because COOLSIS failed to maintain as operational the COOLSIS Servers for more than four (4) consecutive hours, COOLSIS will add one (1) additional day of service to the affected Customer License(s). COOLSIS ' scheduled maintenance of the COOLSIS Servers and COOLSIS Application Services, as described in Section 1.3, shall not be deemed to be a failure of COOLSIS to provide COOLSIS Servers. This credit is limited to one day of credit per 24-hour service period.

**B.** Downtime. If COOLSIS discovers (either from its own efforts or after being notified by Customer) that Customer is experiencing

packet loss in excess of eighty percent (80%) that is sustained for a time period of more than fifteen (15) minutes, then such outage will be deemed downtime ("Downtime"), and COOLSIS will take actions necessary to determine the source of the Downtime.

**(i) Remedy of Downtime:** If the Downtime remedy is within the sole control of COOLSIS, COOLSIS will use commercially reasonable efforts to remedy the Downtime within four (4) hours of determining the source of the Downtime. If the Downtime is caused from outside of the COOLSIS local area network, COOLSIS will notify Customer and will use commercially reasonable efforts to notify the party or parties responsible for the source and cooperate with it/them to resolve the problem as soon as possible.

**(ii) Failure to Determine Source and/or Resolve Problem:** If COOLSIS is unable to determine the source of and remedy the Downtime within the time periods described above (where COOLSIS was solely in control of the source), COOLSIS will add one (1) additional day of service to the affected Customer License(s). This credit is limited to one day of credit per 24-hour service period.

EXHIBIT D  
6- PRICING

**A. Payment:** The following pricing arrangements shall be valid during the term of this Agreement.

**B. Invoices:** COOLSIS will invoice Customer monthly. All invoices are due and payable in full within 15 days of date of the invoice. Any invoice not paid within 7 days of the due date will be deemed late, and will accrue late charges as of the date due. Late charges shall be at a rate of 1.5% per month, or the maximum rate allowed under law, whichever is lower; from the date such payment was due until the date paid. Customer agrees that it shall promptly notify COOLSIS in writing of any dispute with any invoice, and that invoices for which no such notification is received shall be deemed accepted by Customer and true and correct fifteen (15) days after they are sent by COOLSIS.

**C. Suspension:** If Customer fails to make any payment due hereunder, and fails to submit the payment within 60 days following the due date, COOLSIS may suspend COOLSIS School Information System Platinum Package Support Services immediately and without further notice.

If Customer fails to make any payment due hereunder, and fails to submit the payment within 90 days following the due date, COOLSIS may suspend access to COOLSIS School Information without further notice.

**D. Taxes:** Customer shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding U.S. federal and state and local taxes based upon COOLSIS' income. Customer shall indemnify, defend, and hold harmless COOLSIS from any losses or liability due to nonpayment of taxes for which Customer is responsible under this Agreement.

**E. Payment options:**

a) Customer can pay by Check:

Company Name: *COOLSIS Technologies, Inc.*  
Address: *811 Alpha Dr Suite 331 Richardson, TX 75081*

b) If customer desires to make a payment via credit card or PayPal 4% surcharge will be applied.

*COOLSIS's PayPal account is [paypal@coolsis.com](mailto:paypal@coolsis.com)*

**F.** Pricing will be calculated based on student numbers of customer and modules selected.

- **COOLSIS License fee is \$2.75 per student per month.**
- The actual number of students in October 2017 will be used to calculate COOLSIS invoices for the following eleven months.

**G.** MAGNOLIA Public Schools will pay monthly payments.

**COOLSIS FEE CALCULATION**

<b>CAMPUS</b>	<b>Student #</b>	<b>License Fee</b>	<b>Price</b>
<b>Magnolia Science Academy 1- Reseda</b>	543	\$2.75	\$1,493
<b>Magnolia Science Academy 2- Valley</b>	470	\$2.75	\$1,293
<b>Magnolia Science Academy 3- Carson</b>	461	\$2.75	\$1,268
<b>Magnolia Science Academy 4- Venice</b>	176	\$2.75	\$484
<b>Magnolia Science Academy 5- Los Lobos</b>	210	\$2.75	\$578
<b>Magnolia Science Academy 6- Palms</b>	163	\$2.75	\$448
<b>Magnolia Science Academy 7- Northridge</b>	291	\$2.75	\$800
<b>Magnolia Science Academy 8- Bell</b>	488	\$2.75	\$1,342
<b>Magnolia Science Academy San Diego</b>	406	\$2.75	\$1,117
<b>Magnolia Science Academy Santa Ana</b>	733	\$2.75	\$2,016

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

*Accepted and Agreed:*

**MAGNOLIA Public Schools**

**COOLSIS Technologies, Inc.**

Date:

Date:

Name:

Name:

Title:

Title:

Signature:

Signature: