



Agreement For Niche.com Services

Customer		
Customer	Oakland Military Institute - College Preparatory Academy	
Primary* Contact	Name: Mary Streshly Email: mstreshly@omiacademy.org Phone: 510.594.3943	Address: 3911 Lusk Street, Oakland, California, 94608
AP Contact Info*	Name: Mr. Chris Lee Email: clee@omiacademy.org Phone: 510-882-3032	Billing Address: same
PO #		Sales Tax Exempt? NO

* Where Niche requires that you provide an e-mail and/or mailing address, you are responsible for providing your most current e-mail and/or mailing address. In the event that the last e-mail and/or mailing address you provided is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, Niche's dispatch of the e-mail or other message containing such notice will nonetheless constitute effective notice.

Services	
<ul style="list-style-type: none"> • K-12 Compete Package • Premium Profile • Google Analytics Dashboard • Sponsored Search Listings • Standard Remarketing with Search • Sponsored Profile Listings • Sponsored Listings on Places To Live • Remarketing on Places To Live • Targeted Promotion 	
Total Service Fee (USD):	\$15,980
Invoicing Selection: \$7,990 Invoiced on 9/15/23 \$7,990 Invoiced on 9/15/24 20,000 Additional Marketing Impressions if signed by 8/31.	Annual

Service Agreement Information	
Initial Term Start Date	9/15/2023
Initial Term	24 Months

This Service Agreement (the "**Service Agreement**"), effective as of the Initial Term Start Date, is by and between the customer identified above ("**Customer**") and Niche.com, Inc. ("**Niche**") and subject to the Customer Terms and Conditions (the "**Terms and Conditions**") located on the internet at the following link - <https://about.niche.com/service-agreement/>). The Terms and Conditions are (i) hereby incorporated herein by reference, (ii) shall govern this Service Agreement, (iii) are integral to the agreement between the parties, and (iv) are collectively referred to with this Service Agreement as the "**Agreement**." Should the Services include the provision of products or services to any Entity or Entities, as defined below, other than Customer, then Customer represents that it has the authority to, and hereby does, bind such Entities to this Agreement, including any Exhibits, attachments, or amendments hereto. An Entity ("**Entity**" or

"Entities") includes the Customer and any entity that Customer directly or indirectly controls, is controlled by or is under common control with Customer; "control" means ownership of the majority of the voting shares of such entity or the ability to direct the operations and management of such entity; "Parent Entity" shall be the Entity listed as such in Exhibit A. The Agreement contains the entire agreement of the parties and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to these transactions. All capitalized terms used but not defined in this Service Agreement shall have the meanings given such terms in the Terms and Conditions. The parties, intending to be legally bound, hereby agree as follows:

Term: The Initial Term ("**Initial Term**") of this Agreement shall be effective as of the **Initial Term Start Date**, each of which is indicated in the Services Table, above. At the end of the Initial Term, this Service Agreement will automatically renew for successive 12-month terms (each a "**Renewal Term**," collectively referenced with the Initial Term as the "**Term**") at the then-current market rates for the Services unless either Party terminates the Agreement by providing written notice at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

Services: Niche will provide the Services stated in the Services Table, above in accordance with the terms of this Agreement.

Customer Obligations:

- a. Customer will provide Niche with Customer Content, as requested by Niche ("**Creative Assets**"), to promote Customer or otherwise for Niche's performance of the Services. Customer must properly submit all Creative Assets before Niche will begin performance of certain Services that rely on their receipt. Notwithstanding the foregoing, failure by Customer to submit the Creative Assets prior to the Initial Term Start Date shall not affect commencement of the Initial Term. All Creative Assets must be approved by Niche, and Niche reserves the right not to use any Creative Assets that may infringe upon Niche's or any third party's intellectual property, privacy or other rights.
- b. Customer agrees to pay Niche the Service Fee noted on page 1 of this Service Agreement for the Initial Term and each successive Renewal Term as specified in this Service Agreement. Niche will invoice Customer within five (5) business days of the date in which this Agreement is signed by both parties. Customer must pay all Fees by ACH unless credit card payment is approved in writing by Niche; should Customer pay by credit card, there shall be an additional 3.5% added to all Fees included in such payment.

Miscellaneous:

- a. Size, formatting, and placement of Designs and Creative Assets on the Website may, in Niche's reasonable discretion, change.
- b. Unless otherwise specified, all Services will be rendered according to a Niche standard template.
- c. Any of the Services set forth above are subject to change or cancellation with or without notice due to availability and/or legal compliance issues as they may arise from time to time in Niche's reasonable discretion.
- d. Customer grants permission to Niche to run advertisements and/or promotions on 3rd party ad networks (e.g. Google or Facebook) and to integrate Customer Content displayed on 3rd party service providers (e.g. Instagram or YouTube) into the Website.
- e. Emails sent to Niche users are subject to the Niche Privacy Policy, including the users' ability to "opt out."
- f. The Agreement may be amended only by a writing executed by both parties.
- g. The Agreement may be executed in any number of counterparts (including electronically transmitted versions), each of which shall be deemed an original but all of which shall be construed together and constitute one and the same instrument.

[Signatures Applied to the Following Page]

Agreement & Acceptance: IN WITNESS WHEREOF the parties have entered into the Agreement, as of the date set forth above. BY EXECUTING THIS SERVICE AGREEMENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AND (B) ACCEPT THE TERMS AND CONDITIONS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEIR TERMS.

NICHE.COM, INC.

DocuSigned by:

By:

Mark Boudreau

7C5E2648BD094C...

Name:

Mark Boudreau

Title:

VP of Partnerships Management

Date:

8/30/2023

DS
RB

CUSTOMER:

DocuSigned by:

By:

Mary Streshly

0BB371D60F534D3...

Name:

Mary Streshly

Title:

Superintendent

Date:

8/29/2023