



Renewal Notice for
Making Waves Academy

Update: June 1, 2020

Created by:

Liz Deustua
SchoolMint, Inc.

Prepared for:

Alton Nelson
Making Waves Academy



To our valued SchoolMint Customers,

Although COVID-19 has dramatically reshaped and rescheduled our lives, the SchoolMint team remains focused on assisting and supporting our families, employees, customers, and communities during this crisis. Our sincerest heartfelt support goes out to all those affected.

SchoolMint recognizes the critical role our technology plays in the success of your organization and have taken every measure to ensure we remain fully operational. Our staff is prepared and equipped to safely support you and is ready to assist during these trying times.

As we approach your upcoming SchoolMint subscription renewal, we want to thank you for your continued support and reassure you we will continue to make every effort to provide the excellent service which you have come to expect from us. Now more than ever we realize the importance of supporting online operations and SchoolMint is committed to partnering with you in our shared mission.

Please contact your customer success manager should you need special arrangements during this difficult time. We are here to help you and again, thank you for your continued support.

A handwritten signature in black ink, appearing to read "Bryan MacDonald". The signature is fluid and cursive, with the first name "Bryan" written in a larger, more prominent script than the last name "MacDonald".

Bryan MacDonald, CEO



Renewal Proforma Invoice for Making Waves Academy

We appreciate your loyalty as a SchoolMint customer and look forward to continuing to provide SchoolMint products and services to support your enrollment and behavior practices. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

This Proforma Invoice is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves Academy ("Customer") as of 2020-06-05 pursuant to the terms of the initial Master Service Agreement (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Proforma Invoice. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect.

This Order Form shall remain in effect until 2021-06-04 ("Subscription End Date") unless earlier terminated in accordance with the Agreement. By signing below, customer agrees to receive an invoice for the subscription period based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

To avoid service interruption, please return this signed renewal notification before 2020-06-30

**** If a purchase order is required, please submit a copy along with this signed notification. ****

At the end of each initial Subscription Term and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5% and will notify Client of such increase prior to each renewal.

	Quantity	
# of Students	1065	
# of Sites	2	
Subscription Term	2020-06-05 - 2021-06-04	
Name	QTY	Subtotal
SM Online Payments, Re-Enrollment & Registration	1	\$4,792.50

Total **\$4,792.50**

LICENSE LIMITATIONS AND FEES

*Text messaging sufficient to meet the needs of most organizations is included in your license, based on contract value. An allotment of voice calls is also included for customers purchasing a voice call license. If necessary for higher levels of usage, additional packages of messages or calls can be purchased through SchoolMint. See more details here: [SchoolMint Text Messaging Terms](#)

Rate Schedule:

The following is a schedule of rates for additional services.

Type	Description	Hourly Rate
Account Service	Account service from Customer Success Manager including project management, site configuration, solution consultation, preparation and delivery of training, etc.	\$150
Data Entry	Basic data entry including creation of additional online forms, entry of language translations, etc.	\$100
Professional Services Engineering	Data import/export work including polygon ingestion for catchment areas, creation of custom reports, generation of imports, additional SIS mapping work, etc.	\$150
Engineering & Customization	Any custom request requiring product and/or engineering involvement; includes specification gathering, design, development & testing of custom work	\$250

Accepted and agreed by the authorized representative of each party:

Making Waves Academy

By: _____

Name: _____

Title: _____

Date: _____

Payment Options

Payments can also be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint, Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Please make all checks payable to
SchoolMint, Inc.

6625 Miami Lakes Drive, Suite 231

Miami Lakes, FL 33014

Terms: Net 30 days

Credit Card Payments subject to 3.5% convenience fee

Please call 800-396-1615, Option 1



Licensee Information Sheet

(Please submit a completed copy with the Contract)

Main Contact (Contract signer):

Name:

Phone:

Email address:

Invoicing Contact:

Bill to Company Name:

Email address:

Address:

Phone Number:

Customer Notes:

**If your organization is participant in a Co-Op, please let us know here!

MASTER SERVICE AS A SOFTWARE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by SchoolMint, Inc. with a primary place of business at 564 Market St. Suite 500 San Francisco, CA 94104 ("SchoolMint") and Making Waves Academy Schools located at 4123 Lakeside Dr., Richmond, CA 94806 ("Licensee") as of 2020-06-05 ("Effective Date"). The parties hereby agree as follows:

1. DEFINITIONS

- a. "Additional Licenses" means licenses that may be procured during the Term in addition to the initial licenses as set forth in an Order Form.
- b. "Enterprise Support. If set forth in an Order Form, Enterprise Support includes Standard Support plus telephone support and a dedicated support liaison.
- c. "Licensee Content" means any original content submitted by Licensee through use of the Services, or content that has been collected from other sources and provided by Licensee. "Licensee Content" may include but is not limited to electronic data or information in any format including text, images, video, audio, or other media file.
- d. "Malicious Code" means any computer code, file or program that is designed or intended to scrape the website, disrupt, damage, limit, do harm to or otherwise interfere with the computer system of another or compromise the Services. Malicious Code may include but is not limited to: viruses, Trojan horses or worms.
- e. "Named User(s)" means an employee, contractor or agent of Licensee as well as School Administrators residing working at Making Waves Academy authorized to use the Services on behalf of Licensee by submitting a username and password.
- f. "Order Form" means a document referencing this Agreement in which the business terms of an arrangement are sufficiently detailed such that SchoolMint can fulfill the order.
- g. "Services" shall mean the software as a service, including any underlying technology offered by SchoolMint to Licensee as a hosted solution in accordance with this Agreement. "Services" includes any modifications or corrections provided as part of Standard Support or Enterprise Support, Additional Licenses and Additional Features (as applicable).
- h. "Enrollment System" mean internet-based accounts and system created by SchoolMint to manage admissions and parent-school communication.
- i. "Standard Support" means the standard maintenance and technical support provided by SchoolMint in connection with the Services, which is expressly limited to online chat and email support.
- j. "Term" means the subscription term as set forth in an Order Form.

2. USE OF SERVICES

- a. License. SchoolMint hereby grants to Making Waves Academy, non-exclusive, worldwide, and non-transferable license to access and use the Services on a subscription basis during the Term, for accepting applications for Making Waves Academy,, in accordance with any limitations herein and as set forth in an Order Form.
- b. License Restrictions. Licensee shall not, nor shall it permit others to: (i) reverse engineer, decompile or otherwise seek to obtain the source code to the Services; (ii) copy or modify the Services, or create derivative works; (iii) use the Services other than for Making Waves Academy; (iv) rent, sell, provide access to, distribute, license or sublicense the Services to a third party as a service bureau; or (v) violate the terms of any third party agreement in using or submitting Licensee Content.
- c. Usage Limitations. Services are subject to the usage limits set forth in an Order Form. Licensee is responsible for any and all actions taken using Licensee's accounts and passwords, and for Named Users' compliance with this Agreement. Enrollment System is configured by Licensee and may be changed at any time during the Term, up to the specified limits. Licensee grants SchoolMint the right to access designated Enrollment System on its behalf and, where required, it shall provide SchoolMint the appropriate credentials to do so. If a provider of the Enrollment System Account terminates Licensee's account or makes SchoolMint's access to such Student Enrollment System inoperable, SchoolMint reserves the right to cease providing access to that Enrollment Account and Licensee may re-configure the Services accordingly.

d. Licensee Conduct. In using the Services, Licensee agrees to the following: (i) Licensee shall not incorporate into or otherwise transmit through the Services any Licensee Content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Licensee's affiliation with a person or entity; (D) contains Malicious Code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Licensee has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in SchoolMint's sole opinion. (ii) Licensee shall ensure that Licensee's use of the Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere. (iii) Licensee shall not hack nor shall it permit others to hack the Services.

3. LICENSEE CONTENT

a. Licensee Content. Licensee is solely responsible for the quality, accuracy and legality of all Licensee Content, and the means by which Licensee Content was acquired. Licensee represents and warrants that it has sufficient rights in the Licensee Content to authorize SchoolMint to process, distribute and display the Licensee Content as contemplated by this Agreement, and that the Licensee Content does not infringe the rights of any third-party.

b. Rights to Licensee Content. Licensee or any third party site from which Licensee has obtained the Licensee Content shall retain all right, title and interest including any and all intellectual property rights, in and to Licensee Content. To the extent applicable, Licensee hereby grants to SchoolMint a non-exclusive, worldwide, royalty-free, revocable right to host, use, copy, store, transmit, and display the Licensee Content during the Term, solely to the extent necessary to provide the Services and as permitted by the terms of this Agreement.

c. Retention of Licensee Content. Licensee Content that is collected from public sources may be stored indefinitely. Licensee Content that is created by Licensee or the users of the Student Enrollment System shall be retained by SchoolMint through expiration of the Term only and if needed will be transferred to Licensee in form of CSV exports.

d. Indemnification by Licensee. Licensee shall indemnify, defend and hold SchoolMint harmless from and against any and all third party claims against SchoolMint arising from Licensee Content; provided that Licensee shall have received from SchoolMint: (i) prompt written notice of the claim; (ii) the exclusive right to control and direct the defense or settlement of such claim; and (iii) all reasonable cooperation at Licensee's expense.

4. **SUPPORT**. As specified in an Order Form, SchoolMint will provide Standard Support or Enterprise Support at no additional charge.

5. OWNERSHIP

a. SchoolMint IP. SchoolMint and its suppliers retain all right, title and interest including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights in and to the Services and Additional Features (defined below), including the underlying technology, tools, algorithms, improvements, modifications, including all modifications and derivative works thereof (together "SchoolMint IP").

b. Feedback. Licensee may provide input, suggestions, recommendations, comments and other feedback about the Services ("Feedback"). Licensee grants SchoolMint a perpetual, worldwide, irrevocable, royalty-free license to use, copy, distribute, modify and create derivative works of the Feedback without restriction.

c. Additional Features. In certain circumstances, SchoolMint may work with Licensee to develop new features, add-ons, tools, inventions and/or other intellectual property to improve or enhance the Services, or to create new SchoolMint products or services ("Additional Features"). The creation or improvement of any Additional Features shall not be considered a work made for hire and SchoolMint shall own without limitation all rights, title and interest thereto. As applicable, SchoolMint grants to Licensee a non-exclusive, worldwide, royalty-free, license to access and use any Additional Features during the Term, for the purposes contemplated hereunder.

6. FEES & PAYMENT

a. Fees and Payment. All fees are as set forth in an applicable Order Form and shall be invoiced and paid by Licensee net 30 from date of invoice. Subscription fees are payable annually, in advance, and SchoolMint may invoice as of the Effective Date of an Order Form. Licensee is responsible for paying any sales, use, GST, value-added withholding, or similar taxes imposed by a government entity with respect to the Services. All fees are non-cancellable and non-refundable. SchoolMint has full right to increase the fees on a year-to-year basis. The increment in fees per year will not exceed 20% of the original yearly subscription fees.

b. Suspension of Service. In the event that payment is more than 30 days past due, SchoolMint reserves the right to suspend and/or terminate the Services and the Agreement, including any Order Form. SchoolMint will notify Licensee of such delinquency in

writing at least 7 days prior to suspending or terminating service. This shall be in addition to any other remedy available to SchoolMint at law or in equity.

7. TERM AND TERMINATION

a. Term. This Agreement shall remain in effect from the Effective Date through expiration of the Term set forth in an Order Form, subject to termination in accordance with this Agreement.

b. Termination for Cause. Either party may terminate this Agreement, including an applicable Order Form, immediately upon notice if the other party: (i) fails to cure a material breach of this Agreement within 30 days of receiving written notice of such breach if such breach is capable of a cure, or immediately upon notice in the event of a material breach which is not by its nature capable of cure; (ii) ceases operation without a successor; or (iii) becomes the subject of any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding. In the event of a breach of Section 2.4 (Licensee Conduct), SchoolMint may immediately terminate the Agreement, including any Order Form.

c. Effect of Termination. Upon expiration or termination of this Agreement for any reason (i) Licensee shall immediately cease all use of and access to the Services, including any SchoolMint IP; (ii) each party shall return any and all Confidential Information of the other in its possession, or, upon request, destroy such Confidential Information and certify destruction thereof; and (iii) Licensee shall immediately pay to SchoolMint all fees due through the date of termination.

d. Survival. The following Sections shall survive expiration or termination of this Agreement: 2(b) (License Restrictions), 3(c) (Indemnification by Licensee), 5 (Ownership), 6 (Fees and Payment), 7 (Term and Termination), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidential Information), and 13 (General Terms).

8. NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SCHOOLMINT SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SCHOOLMINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SCHOOLMINT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR RESULTS OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

a. SCHOOLMINT SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOST PROFITS OR REVENUES, LOST DATA, OR FAILURE OF SECURITY MECHANISMS, WHETHER IN CONTRACT OR TORT AND REGARDLESS OF THE FORM OF ACTION, EVEN IF SCHOOLMINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SCHOOLMINT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOLMINT, OR FOR DAMAGE RESULTING FROM MALICIOUS CODE THAT HAS BEEN INTRODUCED INTO THE SERVICES BY A THIRD PARTY THROUGH NO FAULT OF SCHOOLMINT.

b. Except for the indemnification obligations set forth in Section 10, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO SCHOOLMINT DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT.

c. The above limitations shall survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose.

10. INDEMNIFICATION. Notwithstanding any other provision in the Agreement, SchoolMint shall indemnify, defend and hold Licensee and its employees, officers, Board, directors, agents and representatives harmless from and against any and all third party actions, causes of action, claims, demands, costs, including reasonable attorneys' fees and costs, penalties, fines, judgments, awards, liabilities, expenses and damages arising out of or related to: 1) SchoolMint's infringement of any U.S. intellectual property right based upon Licensee's authorized use of the Services; 2) SchoolMint's violation of the Agreement or its Privacy Policy; or 3) SchoolMint's violation of applicable California or federal law or regulation in its provision of the Services. If Licensee's use of the Services is found to infringe, or if in SchoolMint's opinion it may be found to infringe, SchoolMint may, in its sole discretion, terminate the Agreement and refund to Licensee any pre-paid fees for the portion of the Term not rendered. The foregoing indemnification obligation shall not apply if: (i) the Services are modified by any party other than SchoolMint, its employees, contractors, officers, agents, directors or representatives or (ii) the alleged infringement is due to Licensee's unauthorized use of the Services.

Notwithstanding any other provision in the Agreement, Licensee shall indemnify, defend and hold SchoolMint and its employees, officers, Board, directors, agents and representatives harmless from and against any and all third party actions, causes of action,

claims, demands, costs, including reasonable attorneys' fees and costs, penalties, fines, judgments, awards, liabilities, expenses and damages arising out of or related to: 1) Licensee's violation of the Agreement; or 3) Licensee's violation of applicable California or federal law or regulation in its use of the Services.

The indemnification obligations in this Section shall only apply if (a) the party seeking indemnification ("Indemnified Party") provides the other party ("Indemnifying Party") with prompt written notice of the claim; (b) the Indemnifying Party retains the sole and exclusive right to direct the defense or settlement of such claim; and (c) the Indemnified Party provides reasonable cooperation at the Indemnifying Party's expense. THIS SECTION SETS FORTH SCHOOLMINT'S SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

11. CONFIDENTIAL INFORMATION. "Confidential Information" means all confidential or proprietary information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. The SchoolMint IP, passwords, pricing and the terms of this Agreement, including any Order Form, shall be deemed Confidential Information of SchoolMint. Each party shall protect the other's Confidential Information with the same degree of care as it uses to protect its own such information, and Confidential Information shall only be used for the purposes contemplated herein. The Receiving Party's nondisclosure obligations shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without access to such information; or (e) disclosure is required pursuant to a regulation, law or court order (with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which monetary damages would be insufficient and therefore upon any such disclosure the Disclosing Party shall be entitled to equitable relief in addition to any other remedies it might have at law.

12. Publicity (Announcements and Press Releases). Licensee agrees to participate in the following activities with SchoolMint. All content developed by SchoolMint is subject to licensee's final approval.

a. SchoolMint and Licensee can each use the other's Marks for marketing and public relations. Licensee agrees that SchoolMint can use licensee's name and Marks on the SchoolMint website to identify Licensee in general marketing materials and in demonstration versions of the product.

b. Press Releases. Both parties consent to press releases by the other regarding this Agreement, as long as the other party approves the release prior to publication. This may include an announcement of the parties' business relationship, successful implementation, and/or another newsworthy topic pertaining to the licensee.

c. Participate in a (written or video) case study detailing business benefits the licensee has derived from using the SchoolMint product that would be promoted in the marketing materials.

13. Piggyback/Rider Clause

The licensor agrees to allow the licensee and other public agencies and school districts in the U.S. to purchase additional items, at the same terms and conditions that apply to this contract. Districts and agencies may order additional items/features in quantities and amounts. Any Liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.

14. U.S. GOVERNMENT. The Services are considered to be commercial in nature, as defined in FAR Section 12.211 (Technical Data) and FAR Section 12.212 (Software). The rights afforded to any U.S. Government end users include only those rights as are made available to the public. Any use of the Services by the U.S. Government shall be solely in accordance with this Agreement.

15. GENERAL TERMS

d. Assignment. Neither party may assign this Agreement in whole or in part without the other party's prior written consent; however SchoolMint may assign this Agreement to a successor-in-interest of all or substantially all of its stock, assets, or voting securities, provided that such successor agrees to be bound by the terms of this Agreement. Any attempted assignment in violation of this provision will be void.

e. Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be construed to the maximum extent possible and the Agreement shall otherwise remain in effect.

f. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any claim arising from this Agreement shall be brought in the state and federal courts having jurisdiction in San Mateo County, California.

g. Notice. Any notices hereunder shall be in writing and sent to the parties at the addresses identified in the first paragraph of this Agreement unless otherwise designated in writing and shall be deemed effective: (i) if given by hand, immediately upon receipt or (ii) if given by overnight courier service, the first business day following dispatch.

h. Waivers. Failure by either party to enforce a provision of this Agreement shall not be deemed a waiver of any other provision. A waiver will not be effective unless in writing signed by the waiving party.

i. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter hereof, including the terms of any unsigned click-wrap license that may be required prior to Licensee's use of the Services. No terms contained in a purchase order shall have any force and effect, even if signed and returned by SchoolMint. Any modification of this Agreement shall be in writing and signed by each party.

j. Security. SchoolMint is FERPA and COPPA compliant. We don't sell or distribute any student or parent information. All the communication from web and mobile client to the server happens over a secure channel https channel. Also all our servers are in private cloud and a secure database avoiding any direct access from outside. We encrypt any critical student information and we also implement a secure Role based access control with solid authentication/authorization to avoid any data and information leaks.

k. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation hereunder (except for the payment of money) if the delay or failure is due to unforeseen events which occur and which are beyond the reasonable control of such party, including but not limited to natural disasters, Internet service provider failures or delays, strikes, war, acts of terrorism, riot, labor conditions, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. If SchoolMint is not able to perform under this Agreement due to force majeure, Licensee shall be entitled to a proportional refund of any costs/charges paid by Licensee under this Agreement for the period of SchoolMint's nonperformance due to force majeure.

l. Authorized Signatory. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of his or her respective company.

16. INSURANCE

a. Without in anyway limiting SchoolMint's liability pursuant to the "Indemnification" section of this Agreement, SchoolMint shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

Coverage:

A. Coverage for Professional Liability appropriate to the SchoolMint's profession covering SchoolMint's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement.

B. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).

C. SchoolMint shall secure Cyber Liability Insurance for claims and losses with respect to network or data risks to cover security, privacy, business interruption, cyber extortion, denial of service, data breaches, release of confidential information, unauthorized access/use of information, and identity theft.

D. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 8 and 9 for Hired and Non-Owned vehicles only if services will be performed on Making Waves Academy premises.

E. Workers' Compensation and Employer's Liability.

Limits: SchoolMint shall maintain limits no less than the following -

F. Professional Liability - One million dollars (\$1,000,000) per claim.

G. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and \$2,000,000 annual aggregate.

H. Cyber Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate.

I. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

J. Workers' Compensation as required by law. Employer's liability insurance in the amount \$500,000 per accident for bodily injury and disease.

b. Commercial General Liability and Business Automobile Liability policies must provide the following:

i. Name as Additional Insured Making Waves Academy and its Board, officers, authorized volunteers, agents, authorizer, and employees.

ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Making Waves Academy.

e. If any policies are written on a claims-made form, SchoolMint agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least one year beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until Making Waves Academy receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, Making Waves Academy may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, SchoolMint must provide Making Waves Academy with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) and with insurers satisfactory to Making Waves Academy, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon Making Waves Academy's request. Such evidence shall also include a confirmation that coverage includes or has been modified to include the required coverages set forth in section 7 of the General Conditions of this Agreement. SchoolMint also understands and agrees that Making Waves Academy may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

h. Approval of the insurance by Making Waves Academy shall not relieve or decrease the liability of SchoolMint hereunder.

i. Any deductible or self-insured retention must be declared to and approved by Making Waves Academy. At the option of Making Waves Academy, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

The parties hereby agree as of the Effective Date:

Making Waves Academy	SchoolMint, Inc.
Signature:	Signature:
Name:	Name: Samantha Remeika
Title:	Title: VP of Customer Success
Date:	Date:



Order Form No. 1 to the Master Software as a Service Agreement

This Order Form 1 ("Order Form") is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves Academy ("Customer") as of 2020-06-05 ("Order Form Effective Date") pursuant to the terms of the agreement between the parties dated 2020-06-05 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Order Form. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

1. **Term.** This Order Form shall remain in effect for a period of 12 MONTHS ("Order Form Term"), unless earlier terminated in accordance with the Agreement.

This license will automatically renew at the conclusion of original license term unless Customer provides SchoolMint with advance notice (7 days) prior to license original expiration date.

2. **Product:**
 a. See Renewal Agreement

3. Implementation and Support:

a. See Renewal Agreement


4. License Limitations and Fees

a. **Usage Limitations and License Fees are as follows:**

i. **See Renewal Agreement**

b. **General.** All fees are non-cancellable and non-refundable and shall be paid in accordance with the Agreement.

5. Integration. Except, as expressly set forth herein, the terms of the Agreement shall remain in full effect. In the event of a conflict between this Order Form 1, the terms of this Order Form 1 shall control.

Making Waves Academy	SchoolMint, Inc.
Signature:	Signature: 
Name:	Name: Samantha Remeika
Title:	Title: VP of Customer Success
Date:	Date: 6/10/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE 1-877-945-7378 FAX 1-888-467-2378 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: certificates@willis.com														
INSURED SchoolMint, Inc. 564 Market St Ste 500 San Francisco, CA 94104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: W16509036** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER: PERIOD: <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>	Y		3605-84-83	05/23/2020	05/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(20) 7360-92-87	05/23/2020	05/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			(21) 7183-28-58	05/23/2020	05/23/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%;"></td> <td style="width: 10%;">OTHER</td> <td style="width: 60%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td></td> <td></td> <td></td> <td>E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>		PER STATUTE		OTHER		<input checked="" type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000																							
				E.L. DISEASE - POLICY LIMIT \$ 1,000,000																							

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Making Waves Academy Schools is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER	CANCELLATION
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Making Waves Academy Schools
 4123 Lakeside Drive
 Richmond, CA 94806

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


Liability Insurance

Endorsement

Policy Period MAY 23, 2020 TO MAY 23, 2021

Effective Date MAY 23, 2020

Policy Number 3605-84-83 ECE

Insured EDTECH HOLDINGS, LLC

Name of Company FEDERAL INSURANCE COMPANY

Date Issued MARCH 5, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance –

[Redacted]

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

