

This Active Internet Technologies, dba Finalsite (“AIT”) Order (“Order”) by and between AIT and Making Waves Academy (“Client”) sets forth the terms of Client’s use of the products and services set forth below (“Product and Pricing Summary”). This Order, together with the Master Terms and Conditions for Web Services and other terms and conditions incorporated therein by reference (collectively “Master Terms”) located at <http://www.finalsite.com/agreements> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by AIT to Client in connection with a purchase order related to this Order is conditioned upon Client’s acceptance of this Order and the Master Terms. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Client or AIT, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

* Indicates products added

[x] Indicates products removed

CMS	
Finalsite Composer	

CMS	
High Performance, Reliable Google Cloud Hosting, Security Services and CDN	

Networking & Hosting	
Cloud Storage 25 GB	Data Uploads (2)

Data Integration	
Integration: PowerSchool	LDAP/Active Directory/ADFS Authentication

Modules	
Athletics Manager	Blogs - Unlimited
Calendar Manager	Forms Manager - Unlimited Forms
Forms Plus	Messages
Page Pops	Posts - 20 Boards
Resources	

Portals & Directories	
Faculty & Staff Role / Portal - Unlimited Users	Parents Role / Portal - Unlimited Users
Student Role / Portal - Unlimited Users	

Training & Support	
Group Webinar Training	On Demand Videos/Knowledge Base
Support Plan - Standard	

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

Finalsite Support Plan:*Standard*

- Standard Ticket Routing for all non-critical tickets
- 24/7 support for critical issues via ticketing system, email ticket, or voicemail ticket
- Phone Support available by scheduled callback request only (24 calls per year)
- Unlimited access to all Knowledgebase articles, help videos, and self-guided training materials
- CommunityVoice user community access

Special Provisions:

The following special provisions supersede the Master Terms and Agreements referenced above and within this agreement:

- Waiving Year 1 % increase

25.01 Master Terms:

25.01 Finalsite shall defend, indemnify and hold Customer and Customer's officers, directors, employees, Authorizer, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (i) any breach of the Finalsite warranties set forth in this Agreement; and/or (ii) any claim by a third party alleging that the Web Services directly infringe a U.S. copyright, a U.S. patent issued as of the Effective Date, or a U.S. registered trademark of a third party; provided that Customer shall (a) promptly give written notice of such claim to Finalsite; (b) give Finalsite sole control of the defense and settlement of such claim; and (c) promptly provide to Finalsite all available information and assistance reasonably requested by Finalsite in defending such claim. Finalsite shall have no indemnification obligation, and Customer shall defend, indemnify and hold Finalsite and its officers, directors, employees, attorneys and agents harmless from and against any and all third party claims arising from any alleged infringement of any third party intellectual property rights arising from the combination of any Web Services with any of Customer's products, service, content, web service, hardware and/or business process(s).



Application Services Subscriptions Costs:

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (USD)
\$ 0

Prior Year Annual: \$ 15,500
Maintenance Rate Increase: 3%

Schedule	Amount
Period 1 - Nov 02 2020	\$ 15,500
Period 2 - Nov 02 2021	\$ 15,970
Period 3 - Nov 02 2022	\$ 16,450

B. Additional Terms

1. **Initial Term:** Unless otherwise specified in the Special Provisions above, the Initial Term shall be [3] years
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (3) years (each a “Renewal Term”) after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:** Upon execution of this Order.
4. AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.
5. All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.
6. Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.

C. Payment Terms

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Client shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Client Making Waves Academy
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies (“AIT”)
Signature
Name (printed)
Title (printed)
Date

D. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 4123 Lakeside Drive
City, State Zip Richmond, CA 94806
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.