

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Making Waves Academy ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

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 Platform

Platform	
Composer CMS with Hosting	

Modules	
Forms - Unlimited	Resources
Page Pops	Athletics Manager
Support Plan - Standard	High Performance, Reliable Google Cloud Hosting, Security Services and CDN
Finalsite Payments	Calendar Manager
Data Uploads (2)	Cloud Storage 25 GB
Faculty & Staff Role / Portal - Unlimited Users	Forms Plus
Integration: PowerSchool	LDAPS/Active Directory/ADFS Authentication
Posts - Unlimited	

Training	
On Demand Videos/Knowledge Base	Group Webinar Training

Communications

Platform

Messages View a detailed description of what is included in your software package here https://www.finalsite.com/sow-mxr	
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Modules	
Alerts	

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

Application Services Subscriptions Costs:

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

Schedule	Amount
Period 1 - Nov 02 2023	\$ 18,847
Period 2 - Nov 02 2024	\$ 19,798
Period 3 - Nov 02 2025	\$ 20,779

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 ninety (90) 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.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference.

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, Superintendent, 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.