



Prepared for ("Buyer")	The Exploris School 401 Hillsborough Street Raleigh, NC 27603 Ellie Schollmeyer Executive Director ellie@exploris.org 919-715-3690
MHR Technologies ("Seller")	MHR Technologies, Inc. 267 Kentlands Blvd, #2034 Gaithersburg, MD 20878
Prepared by	Jillian Bronstein jillian.bronstein@schoolpass.com 3013853685
Prepared Date	04/15/2020
Expiration Date	05/30/2020
Target System	SchoolPass™ Visitor Management

In consideration of the mutual promises contained herein, Buyer and Seller agree as follows:

1. SCOPE OF SERVICES

Seller agrees to provide the *SCHOOLPASS* product as a service to Buyer ("Services"). All Services shall be provided only after Buyer and Seller mutually agree upon the specific terms as outlined in Appendix A ("Scope of Services"). Appendix A, by reference herein, is incorporated and made a part hereof.

2. TERM OF AGREEMENT

This Agreement shall become effective and shall continue in accordance with the Effective Date and Contract Term agreed upon in Appendix A.

3. COMPENSATION AND EXPENSES

Buyer shall pay Seller for all Services provided in accordance with the pricing and payment schedule authorized in Appendix A.

4. PURCHASE ORDERS

Buyer may choose to issue a Purchase Order to Seller, which will incorporate this Agreement by reference. All invoicing from Seller shall reference this Purchase Order. All Purchase Orders issued shall be subject to the terms and conditions set forth in this Agreement and any special terms and conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any terms and conditions in this Agreement, the terms of this Agreement shall prevail.



5. INVOICES AND PAYMENT

Seller shall prepare and submit invoices to Buyer for amounts due covering Services provided under this Agreement as outlined in Appendix A. Buyer will pay the invoice amounts to Seller within fifteen (15 days), if not otherwise stated in Appendix A.

Seller shall be responsible for payment of all taxes or business license fees, including but not limited to payment of federal, state, and local taxes arising out of Seller's activities under this Agreement.

Interest shall be payable on any payments that are not paid on or before the dates agreed to in the Payment Schedule section of Appendix A. Buyer will be charged interest at a compound rate of 1.25% per month until full payment is received.

6. DISPUTE RESOLUTION

Each of the parties agrees that they will meet and negotiate in good faith to resolve any dispute that may arise between them with respect to this Agreement.

7. TERMINATION OF AGREEMENT

Buyer may terminate this Agreement with a written notice sixty (60) days prior to the end of the Contract Term.

8. LIMITATION OF LIABILITY

Seller hereby agrees to defend, indemnify and hold harmless Buyer against any and all loss, cost, expense, or liability of any kind, except for Buyer's sole negligence, including but not limited to, reasonable attorney's fees, arising out of any claims resulting from Services provided to Buyer by Seller, its officers, directors, employees, or agents pursuant to this Agreement.

No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than two (2) years after the cause of action has occurred.

9. CONFIDENTIALITY

In the performance of its duties hereunder, Buyer may disclose in writing to Seller that certain materials and information relating to its business or operations are not publicly known or available from other sources. Seller agrees to keep such materials and information confidential and shall use reasonable efforts to confine knowledge and use of such materials and information only to its employees who require such knowledge in the course and scope of their employment by Seller.

10. ADVERTISING OR PUBLICITY

Seller agrees to obtain the prior written consent from the Buyer for the use of any quotes, comments or any other attribution in support of the system in marketing, sales or advertising programs.

11. RIGHTS/REMEDIES

All rights and remedies hereunder are cumulative and not exclusive.

12. NO WAIVER



The waiver by either party of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

13. FORCED WORK STOPPAGE

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.

14. SUPPORT SERVICES

Seller agrees to satisfy all requests for assistance regarding product usage, operation, and installation problems. Buyer will notify Seller promptly of any product "bugs" or other unresolved technical problems arising in connection with the installation or use of the product and investigate unusual or serious problems sufficiently to provide Seller's personnel with sufficient technical information to solve such.

15. PRODUCT MAINTENANCE

Seller reserves the right to modify, improve or change its product without Buyer's approval. Seller in its sole discretion will determine if new features or enhancements constitute a maintenance release, a product modification, or an upgrade. If such works are deemed by Seller to be a maintenance release then Seller will provide Buyer the maintenance release at no additional cost. The Seller's product maintenance schedule is subject to change without notice. Buyer may request unique features be developed and integrated into their solution instance. New features will be delivered under a separate fee-based agreement.

16. WARRANTY

Seller warrants that all Services performed under this Agreement shall be provided in accordance with the highest industry standards of workmanship and shall conform to those Services as detailed herein.

17. NOTICES

Any notice or communication given or required under this Agreement shall be in writing and shall be deemed to have been performed when mailed by U.S. Postal Service registered or certified mail, return receipt requested, postage prepaid, overnight mail courier, or facsimile transmission to the other party at the address given or such other address subsequently provided to the other party.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral, relating to such subject matter at the time of execution of this Agreement. The terms and conditions of this Agreement may not be modified or deleted except by a written instrument signed by a duly authorized representative for the parties hereto.

19. SEVERABILITY

If any provision of this Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the



extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.

20. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Maryland.

21. North Carolina State Required Language

"No indebtedness of any kind, incurred or created, by the charter school shall constitute an indebtedness of the State or its political subdivisions and no indebtedness of the charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions" (NCGS 115C-238.29H(a)).

**SERVICE AGREEMENT**

MHR Technologies, Inc.
Agreement Number 2524

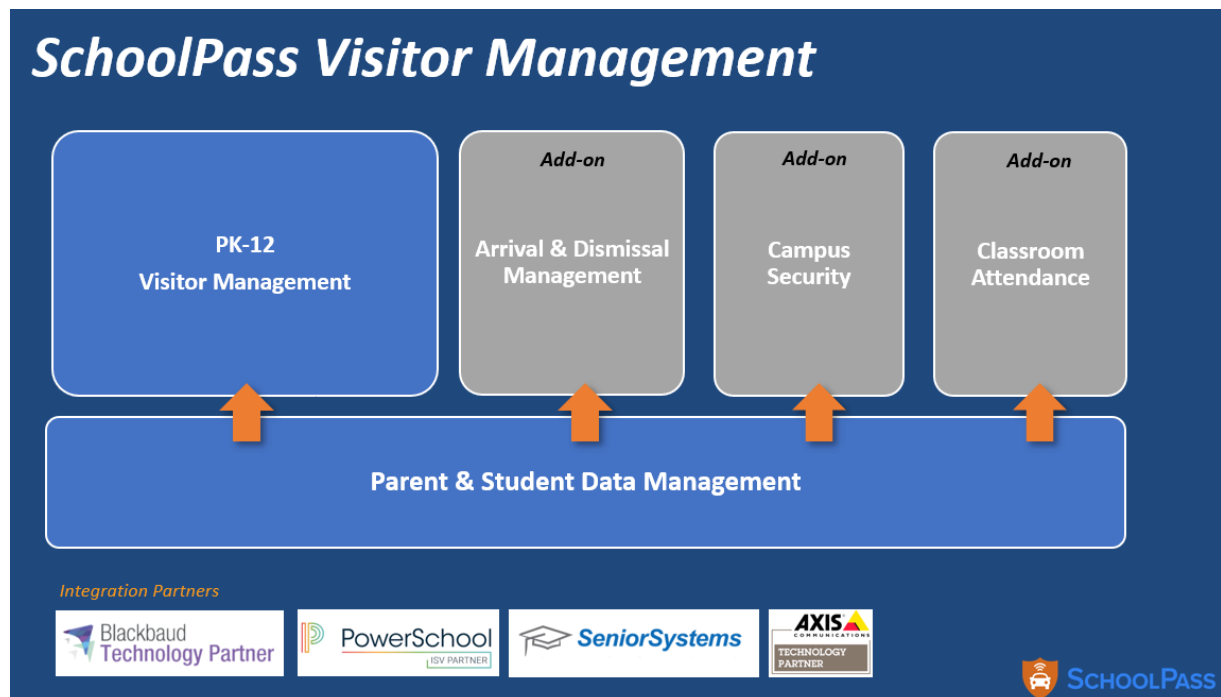
IN WITNESS WHEREOF, the parties have read this Agreement and agree to be bound by it and therefore have caused it to be executed by their duly authorized representatives.

SELLER	BUYER
MHR TECHNOLOGIES, INC.	The Exploris School
By:	By:
Name: Mark Ruiters	Name:
Title: Founder & CEO	Title:
Date: 04/15/2020	Date:

APPENDIX A SCOPE OF SERVICES

1. *Solution Overview:*

The SchoolPass™ platform is exclusively used by PK-12 schools across the country to secure their campuses and automate arrival/dismissal operations. Visitors, parents, staff, and students can check in/out which includes offender screening for visitors, notification, and badge printing. Pre-Registration makes it easy for schools to host events with pre-registered lists built (with optional offender checks). Student check-in/out events can seamlessly be integrated with your SIS.



2. *Modules Included:*

2.1 Parent & Student Data Management. The *Data Management* module is used by school staff manage staff, parent, and student data used to support Visitor Management features.

2.2 PK-12 Visitor Management. The *Visitor Management* iPad App helps the school to screen and manage visitors on campus. Visitor check-in includes drivers license scanning, an instant background check, badge printing, and visitor notification. Students can check-in when arriving late or leaving the campus - and includes printing tardy/dismissal slips. Event pre-registration allows an event leader to pre-register visitors, with an option for a background check and faster check-in using a QR-code. Staff check-in and check-out is also available.

2.3 SIS Integration. *SIS Data Integration Services (SDIS)*. Parent and student data can be sync'd from the school's SIS. The data can be updated multiple times a day in SchoolPass. If the SIS supports the exchange of attendance data, SchoolPass can pull and push attendance data from the SIS.



3. Modules Excluded:

3.1 Campus Security. The *Campus Security* module is unique technology used to automatically identify vehicles arriving and leaving the campus, 24x7. The technology can be deployed using Automated License Plate Recognition (ALPR) cameras or Radio Frequency Identification (RFID)/toll tag readers to identify parents, high school student drivers, staff, visitors, and vendor vehicles. Alerts can be sent when unwanted plates arrive or leave, parents can automatically be checked into carline during afternoon dismissal, open campus gates if required, track staff and visitors, and more.

3.2 Carline Automation. The ALPR Carline *Automation* module is used to automatically identify (and verify) parents as they arrive on campus during dismissal using Automated License Plate Recognition (ALPR) cameras and displays ETA-based dismissal information automatically in classrooms or centralized dismissal locations where students are waiting. Daily student changes are taken into account when displaying dismissal information in classrooms.

3.3 Bus Boarding. The *Bus Boarding* module allows staff to print bus boarding manifests for more accurate bus boarding and faster departure. A staff member can also use the SchoolPass Staff App to check students onto or off buses, and optionally notify parents when the bus departs the campus.

3.4 Afterschool Activity Management. The *After-school Activity* module allows the school and parents to manage activities and enroll students or move students to activities on an ad-hoc basis. Enrollment rosters can be printed, or staff can use the SchoolPass Staff App to check students in and out of activities, with configurable notification to parents. Activities can be configured to require signature capture when checking students in/out.

3.5 Classroom Attendance. The Day-level Attendance module is an easy way for teachers and administrators to take attendance in the morning. Late arrivals, absences, and early dismissals reported by parents and admins are dynamically included during roll call. Admins have a school-wide dashboard to track attendance progress, and teachers will receive notification when attendance is not completed.

**4. Pricing:****SchoolPass™ Visitor Management**

SKU/Service	Price	QTY	Subtotal
Visitor Management Subscription - Year 1 Includes three (3) station licenses	\$1,600.00	1	\$1,600.00
Visitor Management station(s) subscription - Additional Campus Year 1 Includes three (3) station licenses.	\$950.00	1	\$950.00
Visitor Management hardware iPad stand, Badge printer, labels, cable lock, anchor point. EXCLUDES IPADS	\$580.00	2	\$1,160.00
SIS Integration Subscription - Year 1 Powerschool Included	\$0.00	1	\$0.00
			\$3,710.00
Visitor Management Subscription - Year 2 Includes three (3) station licenses	\$1,600.00	1	\$1,600.00
Visitor Management station(s) subscription - Additional Campus Year 2 Includes three (3) station licenses.	\$950.00	1	\$950.00
SIS Integration Subscription - Year 2 Powerschool Included	\$0.00	1	\$0.00
			\$2,550.00

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Visitor Management Subscription - Year 3 Includes three (3) station licenses	\$1,600.00	1	\$1,600.00
Visitor Management station(s) subscription - Additional Campus Year 3 Includes three (3) station licenses.	\$950.00	1	\$950.00
SIS Integration Subscription - Year 3 Powerschool Included	\$0.00	1	\$0.00
			\$2,550.00



Payment Schedule

Year	Payment Due Date
1	7/1/2020
2	7/1/2021
3	7/1/2022

Included in this package

- Software:
 - SchoolPass™ Web Application
 - SchoolPass™ Visitor Management App (iPad only)
- Implementation/setup services:
 - Installation & station setup
 - SchoolPass software configuration
 - School data load (parents, students, and teachers)
 - Student image load (if required)
 - Staff training (online)
 - Go-live support
- Ongoing services:
 - SchoolPass™ software maintenance updates
 - Data and application backups
 - Data archiving (by school year)
 - Phone and email support (business hours)



Pricing Assumptions and Terms

- Contract start date: 7/1/2020 (implementation commences)
- Contract Term: three (3) years:
 - Year 1: 7/1/2020 – 6/30/2021
 - Year 2: 7/1/2021 – 6/30/2022
 - Year 3: 7/1/2022 – 6/30/2023
- Pricing provided is based on two (2) physical campus
- Buyer may upgrade its subscription at any time
- Travel expenses are invoiced separately (if onsite support is requested by the School)
- Pricing quoted in US Dollars

Buyer Responsibilities

- Buyer will assign a point of contact or administrator for SchoolPass
- Buyer will provide school data based on a SchoolPass data template (spreadsheet)