



This Services Agreement (this "Agreement") is entered into between ThinkHR Corporation ("ThinkHR") whose address is 4637 Chabot Drive, Suite 200, Pleasanton, CA 94588 and the Client identified below as of the Effective Date set forth below.

<b>Effective Date</b>	August 23, 2019
<b>Client</b> <b>Client Address</b>	<b>American Indian Model Schools</b> 171 12 <sup>th</sup> Street Oakland, CA 94607 510-893-8701
<b>Services and Services Fees</b>	<p>Monthly Service Fee: <b>\$365</b>; billing <b>Quarterly</b>  Set-up Fee: <b>\$0</b>  Duration: 12 months beginning 08/23/2019, through 08/22/2020</p> <ul style="list-style-type: none"> <li>• No. of included Administrators: 3 <ul style="list-style-type: none"> <li>○ Price per additional administrator: \$30/month</li> </ul> </li> <li>• No. of included licenses to ThinkHR Learn: <b>up to 125</b> Internal use only for Client employees; email suffix requirement of "@aimschools.org"</li> <li>• Additional ThinkHR Learn licenses can be added during the term of the agreement for an additional \$6/employee/month</li> </ul> <p><b>ThinkHR Live: Unlimited calls annually</b> to ThinkHR's phone-based HR Advisory guidance and support group, including its cloud-based HR Compliance Center. For a detailed description of ThinkHR Live, see <b>Attachment I</b></p> <p><b>ThinkHR Comply: Unlimited access</b> to ThinkHR's web Compliance. See <b>Attachment I</b></p> <ul style="list-style-type: none"> <li>• <b>Includes Living Handbook Plus</b></li> </ul> <p><b>ThinkHR Learn: Unlimited access for up to 125 users</b> of ThinkHR Learn, a cloud-based Learning Management System with an available catalog of nearly 200 employee training courses. For a detailed description of ThinkHR Learn, see <b>Attachment II</b>.</p> <p><b>Includes Workplace Harassment Prevention:</b> Access to the workplace harassment prevention package which includes training courses that meet or exceed New York State and New York City minimum standards and California State minimum training standards for managers and employees.</p>

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

### 1. Services

Client hereby retains ThinkHR to provide the Services described herein and as incorporated into Attachments referenced above.

### 2. Compensation

Client agrees to pay ThinkHR service and implementation fees for the selected services, as indicated herein, regardless of actual usage of services or implementation delays occurring as a result of Client not providing ThinkHR with initial account setup information. All monthly service fees will be calculated and billed quarterly. ThinkHR will invoice Client for any applicable implementation fee and service fees for the first quarter of this Agreement within the first 30 days of the effective date and payment is due upon receipt. Customer shall pay all sales and use taxes payable to local



and/or state jurisdictions that may arise as a result of the purchases from ThinkHR. Sales and use taxes may vary and fluctuate depending on the location of the Customer's business location provided to ThinkHR. ThinkHR shall add the applicable sales and use tax to Customer's invoices and remit the taxes to the appropriate taxing authorities.

### **3. Confidentiality**

"Confidential Information" means any Client proprietary information, technical data, trade secrets or know how, including, but not limited to, research, product plans, products, services, customers, employee lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Client to ThinkHR either directly or indirectly in writing or orally. "Confidential Information" does not include information that (i) is known to ThinkHR at the time of disclosure to ThinkHR by the Client as evidenced by written records of ThinkHR, (ii) has become publicly known and made generally available through no wrongful act of ThinkHR, (iii) has been rightfully received by ThinkHR from a third party who is authorized to make such disclosure, or (iv) is required to be disclosed by ThinkHR pursuant to law, provided ThinkHR uses reasonable efforts to give Client advance notice of such required disclosure.

Confidentiality and disclosure of confidential shall continue after termination of the agreement.

### **4. Terms and Termination**

This Agreement will commence on the effective date written above and continues in effect, until 08/23/2020, unless terminated as provided below.

4.1 Either party may terminate this Agreement, effective through 08/23/2020, by giving written notice of termination at least sixty (60) days prior to 08/23/2020.

4.2 Either party may terminate this Agreement immediately and without prior notice if the other party refuses to or is unable to perform its material obligations under this Agreement.

4.3 This Agreement will automatically renew 08/23/2020, for one year and annually each year thereafter at the increased fees communicated at least 60 days prior to expiration of the then-current term in an email or renewal letter if notice of termination is not provided. If the Agreement has automatically renewed, then either party may terminate this Agreement, by giving written notice of termination at least sixty (60) days prior to the end of the term of the current renewal period.

4.4 Client shall be obliged to pay, within seven (7) days of the effective day of notice, all fees due under the Agreement which shall be accelerated and become immediately due given Client's default. Client acknowledges that Client is responsible for payment in full of all fees due under this agreement for the length of the agreement which fees shall be accelerated upon Client if default is not cured within 60 days of date payment is due. Sections 3, 6, 8, and 9 of this Agreement (and any portions of any applicable Attachments that specify survival) shall survive termination of this Agreement.

### **5. Terms of Use**

Client acknowledges that the use of ThinkHR content and modules is strictly intended for its employees and within the Client company including its affiliates. Client is solely responsible in all respects for all use of, and for protecting the confidentiality of, any email verification number and password that may be given to Client or Client employees or selected by Client in the use of ThinkHR Services. Client may not share these with or transfer them to any third parties. Client must notify ThinkHR immediately of any unauthorized use of ThinkHR Services. All content and materials



published within ThinkHR Learn, ThinkHR Learning and Development or ThinkHR Live are presented solely for use within the Client company.

## **6. Indemnity, Disclaimer of Warranties, and Limitation on Liability**

**Indemnity.** ThinkHR, at its own cost and expense, shall indemnify and hold Client free and harmless from costs arising in connection with any third party claim or action brought against Client arising from ThinkHR's gross negligence or willful misconduct or any violation of any third party's intellectual property rights in the course of performing Services pursuant to this Agreement. In no event will this indemnification exceed the maximum liability set forth in the LIMITATIONS ON LIABILITY section below.

**DISCLAIMER OF WARRANTIES.** ThinkHR represents and warrants that each Service will be performed in a competent and professional manner, and in substantial conformity with the Service description on the applicable Attachment. **ThinkHR does not make, and hereby expressly disclaims, any other warranties, express, implied or statutory, with respect to the Services including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.**

**LIMITATIONS ON LIABILITY.** All content, materials and information from ThinkHR are provided on an "as is" basis and, **excepting ThinkHR's responsibilities and liability in connection with the indemnification provisions contained herein, Client assumes total responsibility and risk for use of any and all ThinkHR Services and use of all information contained within it. The information provided by ThinkHR is intended to provide general information and best practices only and should not be relied upon as legal advice. It is an essential pre-condition of Client's use of ThinkHR Services that Client agrees and accept that ThinkHR is not legally responsible for any loss or damage Client might suffer related to its use of ThinkHR Services, whether from errors or from omissions in information or from any other use of the Services except pursuant to ThinkHR's indemnification obligations herein.**

## **7. Notices**

All notices and other communications given or made pursuant to this Agreement shall be sent, in writing, to the respective parties at their address as set forth on the signature page or otherwise as reasonably provided by the respective party, or the address as subsequently modified by written notice given in accordance with this Section 7. Notices shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Notwithstanding the foregoing, the parties expressly agree to accept notices and communications via electronic mail at their address as set for on the signature page.

## **8. Miscellaneous**

Each party hereto shall comply with all applicable laws in performing its obligations under this Agreement. This Agreement (including the applicable Attachments incorporated herein) constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement shall be effective unless and until set forth in writing and signed by each party hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law principles thereof and each party hereto hereby irrevocably consents to non-exclusive jurisdiction in the applicable state or federal court in Alameda County, California. subject to the binding arbitration provisions contained herein. If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or



public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect. Neither party shall have any obligation to perform any services for or as agent of the other party other than as specifically provided for in this Agreement unless mutually agreed by the parties.

**9. Binding Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning this Agreement, then such dispute should be resolved only by final and binding arbitration, conducted by a single neutral arbitrator and administered by the American Arbitration Association in the location nearest to Pleasanton, California. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns this Agreement, the prevailing party shall be entitled to recover its cost and reasonable attorney's fees.

IN WITNESS WHEREOF each party has caused this agreement to be executed on its behalf by its duly authorized officer as of the date written.

**American Indian Model Schools**

\_\_\_\_\_  
Signature Date

Delicia Moghdam  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

hr1@aimschools.org  
\_\_\_\_\_  
Direct Phone Number Email

**Client Billing Contact**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Direct Phone Number Email

**ThinkHR Corporation (ThinkHR)**

DocuSigned by:  
*John Bouchard*  
COB4EADF6D79477...

By: \_\_\_\_\_

Name: John Bouchard  
\_\_\_\_\_

Title: Sales Operations Manager  
\_\_\_\_\_

Date: 8/20/2019 | 1:51 PDT  
\_\_\_\_\_

**Client Implementation Contact**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Direct Phone Number Email



**ATTACHMENT I**  
**ThinkHR Live and Comply**

The terms and conditions set forth in this **Attachment I** apply to ThinkHR Live and Comply and are hereby incorporated into the Services Agreement to which it is attached, if ThinkHR Live Services are provided under such Agreement. ThinkHR Live includes HR Hotline and ThinkHR Comply HR Compliance Center web-based HR information and support service.

**Description of ThinkHR Live Services**

ThinkHR's Live Services provide practical human resources information and guidance based upon our experience in the industry and our experience with our clients. Our advisors are SPHR or PHR certified, have human resources backgrounds, and have worked with many diverse organizations. ThinkHR will provide information and guidance pertaining to a variety of human resources topics, including, but not limited to:

- Discrimination – EEO, ADA
- Employee Relations
- Performance Management
- Policy & Procedures
- Recruiting & Hiring
- Statutory Compliance
- Terminations
- Conflict Resolution
- Workplace Harassment
- Leaves of Absence – FMLA, PDL
- Workers' Compensation
- General Benefits Compliance – COBRA, ERISA, HIPAA, PPACA

ThinkHR's HR Hotline services **do not include or constitute legal, international, regulatory, insurance, tax or financial advice**. The ThinkHR Live services are not intended to be a substitute for legal advice. The Services are designed to provide general information to human resources professionals regarding human resources situations commonly encountered. ThinkHR's Hotline services include verbal and written information and guidance on a wide variety of human resources related topics, however **ThinkHR's Hotline services exclude the following:**

- Legal Representation
- Legal Advice
- Tax Advice
- International Compliance
- Insurance carrier and insurance policy matters, including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy.
- Paperwork (completing and processing forms) and Administration (Hiring, Recruiting, Interviews, Terminations, Disciplinary Actions).
- Drafting or writing of custom documents (handbooks, offer letters, separation agreements, compensation plans). **Note:** We will provide templates and samples (if available), and we will answer questions and advise a person about what should be included in these documents.
- Consulting projects, including but not limited to: Compensation or benefits plan analyses/development, customized salary surveys, organizational or employee development, affirmative action planning, safety investigations, onsite investigations or onsite human resources administration. **Note:** We can provide information and guidance about these topics; however, we do not perform the work.
- Referrals for other service providers or products including lawyers, background checks, payroll, etc.
- Interpretation of complex ERISA, PPACA or other legal or regulatory rules. **Note:** We will make every attempt to provide information, including links to the statute or law, links to governmental regulatory agencies, and any other information we may have available about the topic but we will not interpret legal rules or give advice on the law.



**ATTACHMENT II**  
**ThinkHR Learn**

The terms and conditions set forth in this **Attachment II** apply solely to ThinkHR Learn and are hereby incorporated into the Services Agreement to which it is attached, if ThinkHR Learn is provided under the Agreement. ThinkHR Learn is ThinkHR's web-based Learning Management System containing a library of 320 employee training courses. Client will receive, and will be able to provide to all of its employees, access to ThinkHR Learn. Client will be able to store and access training records information regarding employee usage and results.

All training information and content ("Training Content") delivered by ThinkHR Learn is produced by either ThinkHR or a 3<sup>rd</sup> party content provider (Partner). All training content included under this Agreement may be changed, updated, altered at any time and without notice

Training Content is the sole and exclusive property of ThinkHR and/or its Partners, and, except for Client's right to use ThinkHR Learn in strict compliance with the Agreement, ThinkHR and/or its Partners, retains all right, title and interest in and to Training Content. Client may not copy, modify or make derivative works from or otherwise make any commercial use of Training Content not specifically permitted by the Agreement. Client acknowledges that applicable laws protect ThinkHR's copyright and other intellectual property rights in Training Content. Client agrees to take reasonable steps necessary to prevent the unauthorized use, duplication or publication of Training Content by Client's employees. ThinkHR will assign to Client a unique user name and password for admin access to ThinkHR Learn.

ThinkHR warrants that Training Content does not infringe any copyright, trade secret or other proprietary right of any third party, and has used diligent efforts to collect and prepare information for inclusion in Training Content. **However, ThinkHR does not represent or warrant the accuracy, completeness, timeliness or correct sequencing of the information contained in Training Content. ThinkHR does not assume, and expressly disclaims, any liability to any person or entity for any loss or damage caused by errors or omissions in Training Content, whether such errors or omissions result from negligence, accident, erroneous translation or any other cause whatsoever.** In the event of any error contained in Training Content, Client shall notify ThinkHR of the error within fifteen (15) days after Client first becomes aware of the error, and ThinkHR shall have 10 business days to cure. Such correction shall be Client's sole and exclusive remedy for any such error. **ThinkHR does not make and hereby expressly disclaims any other warranties, express, implied or statutory, with respect to Training Content including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement of third-party rights. This limitation and disclaimer of warranties shall survive the termination of this agreement.**

**HR Training Services do not include or constitute legal, tax or financial advice.**