

BRIGHTBEE SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between BrightBee LLC, a Delaware Limited Liability Company (“**BrightBee**”) and **Community School for Creative Education**, a California not-for-profit organization (“**Customer**”), each a party (“**party**”, “**Party**”) and collectively, the parties (“**parties**”, “**Parties**”).

This Agreement governs Customer’s acquisition of and use of, the BrightBee Solution and related services, as well as BrightBee’s provision of the BrightBee Solution and related services. The parties hereby agree as follows:

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following capitalized terms will have the meanings as set forth in this Section 1.

1.1. “**Customer Authorized Worker**” (hereinafter “**CAW**”) means an employee, contractor, or other agent of the Customer whom the Customer and BrightBee have mutually agreed to provide access to the BrightBee Solution and who may use the BrightBee Solution.

1.2. “**BrightBee Worker**” (hereinafter “**BW**”) means an employee, contractor, or other agent of BrightBee who may provide services to the Customer in the form of Paid Assignments as defined below.

1.3. “**BrightBee Solution**” means BrightBee’s proprietary products and services, including the BrightBee software application.

1.4. “**Customer Materials**” means Customer’s trademarks and logos provided to BrightBee by Customer (if any), and any other materials, data, and similar information, owned or licensed by Customer that are provided by Customer to BrightBee in connection with Customer’s use of the BrightBee solution. For the sake of clarity, Resultant Data shall not be deemed to be Customer Materials.

1.5. “**Documentation**” means the manuals, instructions, documentation and other documents or materials that BrightBee makes generally available to its customers and the specific documentation that BrightBee provides to Customer hereunder.

1.6. “**Harmful Code**” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system or network, or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby; or (ii) prevent Customer from accessing or using the BrightBee Solution as intended by this Agreement. Harmful Code does not include any means that BrightBee uses to disable access to the BrightBee Solution automatically or with the passage of time (such as a license key).

1.7. “**Intellectual Property Rights**” means all patent, copyright (including in both published and unpublished works, registrations and applications therefor), trade secret and rights in know-how, trademark, business domain names, designs, and other proprietary and intellectual property rights recognized in any jurisdiction worldwide, including moral rights.

1.8. “**Losses**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

1.9. **“Open Source Component”** means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

1.10. **“Paid Assignment”** (hereinafter “PA”) means a service provided by BrightBee upon the Customer’s request to provide a BrightBee Worker to fulfill certain duties, outlined in Customer’s self-provided job description and as defined in Exhibit A of this Agreement in increments of time and at costs to the Customer defined in the Fee Schedule set forth in Exhibit B of this Agreement..

1.11. **“Resultant Data”** means any information, data and other content that is derived by, from or through Customer’s or a CAW’s or BW’s access or use of the BrightBee Solution, including but not limited to, data and information regarding the provision, use and performance of various aspects of the BrightBee Solution and related services.

2. **BrightBee Solution.**

2.1. **BrightBee Solution.** Subject to Customer paying any agreed Fees (as defined below) to BrightBee and providing any mutually agreed time, materials and/or services required to be provided by the Customer, BrightBee will provide the BrightBee Solution to Customer and specifically designated CAWs during the Term (as defined below) and Customer and CAWs may use the BrightBee Solution in accordance with the terms and conditions set forth in this Agreement and the online Terms of Service at www.brightbee.org/terms . Additionally, Customer is provided access to the BrightBee Solution for on-demand requests, (allowing Customer and it's authorized users to post requests for Customer Authorized Workers and BrightBee Workers on the BrightBee Solution) and to track and manage request status; and allowing Customer to view additional information about BrightBee Workers (i.e., a BrightBee Worker Profile). Customer is provided access to the Pool of BrightBee Workers (the “BrightBee Worker Pool”).

2.2. **Paid Assignments.** In connection with Customer’s use of the BrightBee Solution, Customer may purchase PAs under this Agreement by using the BrightBee Solution or another method mutually agreed by the parties. PAs shall be subject to the following terms.

- a. **Use of contractors.** The parties mutually acknowledge that BrightBee may use third-party contractors, both individual worker contractors and partner organization contractors, to fulfill PAs.
- b. **Required clearances, credentials, and certifications for BrightBee Workers.** BrightBee agrees that any BW fulfilling any PA for the Customer under this Agreement will have completed all clearances required by applicable state and federal laws to perform the duties defined in Exhibit A. BrightBee further agrees that any BW fulfilling any PA for the Customer under this Agreement will meet any and all credential or certification requirements as defined in applicable state and federal laws to perform the duties defined in Exhibit A. Upon reasonable request of the Customer, BrightBee will provide documentation of said clearances, credentials, and certification for any BWs fulfilling PAs under this Agreement.
- c. **Definition of Services.** Notwithstanding the scope described in Exhibit A of this Agreement, the parties agree that BrightBee’s sole responsibility in fulfilling Paid Assignments is to ensure that a BW meeting the requirements described in this section personally arrives at a Designated Customer Location (hereinafter “DCL”) at the time requested by the Customer and remains at the DCL for the duration of the school day at that location or until otherwise released or dismissed by the Customer. BrightBee agrees that BWs will perform duties as described in Exhibit A in a professional and workman-like manner but makes no warranty related to the quality of the services provided by a BW undertaking a PA. It is the

responsibility of the Customer to furnish the scope of the duties, per a job description, to BWs.

- d. **Exclusive Description of Duties.** The parties agree that no BW shall be required or expected to perform duties not described in Exhibit A. In the event that the Customer requests that a BW perform duties not included in Exhibit A as part of a PA, the parties agree that acceptance of said duties is at the sole discretion of the BW (if the BW is contractor or other non-employee) or BrightBee (if the BW is an employee) and that there shall be no adverse consequences to the BW or to BrightBee should a BW or BrightBee not agree to perform duties not described in Exhibit A. The parties further agree that the Customer shall indemnify and hold harmless both BrightBee and the BW from any claim or adverse action arising from a BW performing duties not described in Exhibit A at Customer's request.
- e. **Professional Learning and Orientation.** Customer may elect to have BWs attend an on-site orientation as part of their onboarding. This Service is optional and if elected will be subject to the Fees detailed in Exhibit B. Customer may also elect to have BrightBee deliver professional learning sessions for CAWs and/or BWs. This Professional Service is also optional and if elected will be subject to the Fees detailed in Exhibit B. Customer may also elect to have BWs attend Professional Learning sessions hosted by the Customer or an agent of the Customer. This is optional and if elected by the Customer, BWs will be paid the same rates as a Paid Assignment as set forth in Exhibit B.
- f. **Verification of hours.** The parties agree that it shall be the responsibility of BrightBee to track the hours of BWs performing PAs and to confirm that the specifications of the PA have been duly met, subject to a verification of said hours provided by the Customer. The parties acknowledge that BrightBee cannot independently verify that a BW was on-site at a DCL without verification from the Customer.
- g. **Non-Solicitation.** From the date of this Agreement until twelve (12) months after the termination of this Agreement (the "Restricted Period"), Customer will not, without BrightBee's prior written consent, directly or indirectly, solicit or encourage BWs to become employees or contractors of the Customer or any of its affiliates, or to cease their working relationship with BW for any other reason. In the event that Customer wishes to recruit a BW to become an employee or contractor of the Customer or any of its affiliates during the Restricted Period, the Customer agrees to pay BrightBee a Permanent Placement Fee for each BW so recruited, as defined in Exhibit B of this Agreement.
- h. **Limitations.** BrightBee provides the Solution as a venue for connecting Customers and BWs. BrightBee does not provide any education training, equipment, curriculum for teaching classes or students for any Customer, nor any other education services to either Customer or BWs. BrightBee does not participate in, and the Services expressly do not include, the relationship or interaction between Customer and BBWs, except to provide a platform for Customers to post requests to fill instructional and operational openings and for BWs to review and accept those requests, and to facilitate and collect payments from Customer to BW for those openings filled through the use of the Solution.
- i. **FERPA Compliance.** The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds get prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While BrightBee does not anticipate any disclosure of records, Customer/ School District and, as FERPA applies to Customer, Customer hereby agree to the following:
 - i. Customer shall designate Customer's selected BrightBee Worker as an "other school official" under FERPA, who have a "legitimate educational interest" in using and accessing such Educational Records, and Customer hereby represent and warrant that (a) Customer has obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to BrightBee, Users, or otherwise in connection with the Services, and (b) Customer's disclosures described in (i) are not and will not be a violation of FERPA; and

- ii. Customer shall not disclose to BrightBee any information protected by FERPA, and that Customer shall indemnify and hold harmless BrightBee for any disclosures, inadvertent or otherwise, from Customer, Customer's authorized users, administrators, teachers, staff, students, or other persons who have access to such information.
- j. **Cancellations.** Requests that are filled by BrightBee Worker and canceled fewer than 24 hours prior to the start of the Paid Assignment will be invoiced based on the "Fee Schedule" for "Full Day", "Short Term" per 'Exhibit B', "Paid Assignment Fees" rate.

2.3. **Support and Maintenance.** BrightBee will use commercially reasonable efforts to provide reasonable support and maintenance services for the BrightBee Solution.

2.4. **Restrictions.** Customer will not, and will ensure that its CAWs do not, except as this Agreement expressly permits: (i) copy, modify or create derivative works or improvements of the BrightBee Solution; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the BrightBee Solution or any part thereof to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the BrightBee Solution, in whole or in part; (iv) bypass or breach any security device or protection used by the BrightBee Solution; (v) input, upload, transmit or otherwise provide to or through the BrightBee Solution, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the BrightBee Solution or BrightBee's provision of products and services to any third party, in whole or in part; (vii) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from any BrightBee Solution, including any copy thereof; (viii) access or use the BrightBee Solution in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law; (ix) access or use the BrightBee Solution for purposes of competitive analysis of the BrightBee Solution, the development, provision or use of a competing software service or product or any other purpose that is to the BrightBee's detriment or commercial disadvantage; (x) otherwise access or use the BrightBee Solution beyond the scope of the authorization granted under this Agreement; or (xi) permit any third party to do any of the foregoing.

2.5. **Required clearances, credentials, and certifications for Customer Authorized Workers.** Customer agrees that any CAWs utilizing the BrightBee Solution will have completed all clearances and will hold any credentials or certifications required by applicable state and federal laws to perform duties assigned using the BrightBee Solution. Customer further agrees to indemnify and hold harmless BrightBee from any claim, complaint, fine, or other adverse action related to the clearances, credentials, and certifications of CAWs. Additionally, the parties agree that Customer shall indemnify and hold harmless BrightBee for the performance of duties of Customer's CAW(s).

2.6. **Changes.** BrightBee reserves the right, in its sole discretion, to make any changes to the BrightBee Solution that it deems necessary or useful to: (i) maintain or enhance: (a) the quality or delivery of the BrightBee Solution to its customers, (b) the competitive strength of or market for the BrightBee Solution, or (c) the BrightBee Solution's cost efficiency or performance; (ii) to comply with applicable laws, rules and regulations; or (iii) to comply with BrightBee's contractual obligations to its contractors or vendors.

2.7. **Open Source Components.** The BrightBee Solution may include Open Source Components and any use of the Open Source Components by Customer shall be governed by and subject to the terms and conditions governing such Open Source Components.

2.8. **Responsibility for CAWs.** CAWs who register for an account in connection with their use of the BrightBee Solution must provide accurate and complete registration information. Customer is solely responsible for all actions taken by CAWs, the security of CAWs' passwords and any use of CAWs' accounts.

If Customer becomes aware of any unauthorized use of an CAW's password or account, Customer agrees to notify BrightBee immediately.

2.9. Professional Services. In connection with providing the BrightBee Solution to Customer and potentially also PAs, BrightBee and the Customer may agree in a mutually acceptable document that BrightBee will provide training, professional learning, consulting or other professional services (collectively, the "**Professional Services**"). Customer agrees to provide BrightBee with any required Customer Materials needed for BrightBee to perform the Professional Services, and hereby grants BrightBee a royalty-free, non-exclusive, worldwide license to use such Customer Materials for the sole purpose of enabling BrightBee to perform the Professional Services. Except with respect to the Customer Materials, BrightBee retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how; and (ii) anything it delivers to Customer during the course of performing Professional Services.

3. **Fees and Payment Terms.**

3.1. Fees and Invoicing. As consideration for BrightBee providing the Customer with access to and usage of the BrightBee Solution as well as any Paid Assignments or other Professional Services, Customer will pay BrightBee the fees set forth in Exhibit B. Customer will: (i) pay all invoices within 30 days after the date of the applicable invoice; and (ii) make all payments hereunder in US dollars.

3.2. Authorization of Fees. Customer and BrightBee acknowledge and agree that any Paid Assignments or Professional Services provided by BrightBee under this Agreement shall be on an as-requested basis by the Customer. The Customer may request Paid Assignments from BrightBee using the BrightBee Solution or any other method mutually agreed by the parties. The Customer may also request Professional Services using an alternate method mutually agreed by the parties. Any and all Paid Assignments and Professional Services under this Agreement will be governed by the Fee Schedule set forth in Exhibit B.

3.3. Taxes. As between Customer and BrightBee, Customer accepts sole responsibility for the payment of any taxes, charges or assessments imposed on Customer, the BrightBee Solution, or the fees to be paid to BrightBee by any foreign or domestic national, state, or local government bodies, or subdivisions thereof, and any penalties or interest (other than income taxes imposed on BrightBee's revenue).

3.4. No Deductions or Setoffs. All amounts payable to BrightBee under this Agreement shall be paid by Customer to BrightBee in full without any setoff, deduction, or withholding for any reason. All Fees paid hereunder are non-refundable except as expressly provided for herein.

4. **Term and Termination**

4.1. Term. This Agreement begins on the Effective Date and continues in full force and effect until June 30, 2024 (the "**Term**").

4.2. Termination. Either party may terminate this Agreement in whole or in part, by giving the other party prior written notice of least ten (10) days, if the other party: (i) commits a material breach of any of its obligations under this Agreement, which breach is not cured within 30 days following receipt of written notice, or the parties agree (acting reasonably) cannot be cured within 30 days; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency laws; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. In addition, BrightBee may terminate or suspend this

Agreement (in whole or in part (i.e., as to any specific Order Form)) immediately upon written notice to Customer if (a) Customer breaches Section 2.4 or otherwise violates BrightBee's Intellectual Property Rights or (b) Customer fails to pay any portion of the Fees when due.

4.3. Effect of Termination; Survival. When this Agreement terminates or expires: (i) Customer will no longer have the right to use the BrightBee Solution; and (ii) all Fees under this Agreement not yet been paid by Customer as of the date of such termination or expiration will be immediately due and will be paid in accordance with Section 3. Sections 1, 3, 4.3, 5, 6, 8 and 9-11 (together with all other provisions hereof, including, without limitation, all Order Forms, exhibits and other attachments hereto, that may be reasonably interpreted as surviving termination or expiration of this Agreement) will survive the termination or expiration of this Agreement.

5. **Proprietary Material; Data.**

5.1. BrightBee. As between Customer and BrightBee, BrightBee owns and reserves all of its and its licensors' right, title and interest in and to: (i) the BrightBee Solution; (ii) the Documentation; (iii) any and all enhancements, improvements, developments, derivative works or other modifications made to the foregoing; (iv) the Resultant Data (subject to Section 5.4); (v) BrightBee's Confidential Information; and (vi) all Intellectual Property Rights in the foregoing (collectively, the "**BrightBee Intellectual Property**"). Except as may expressly be set forth in this Agreement, no right, title, or interest to any of the BrightBee Intellectual Property is transferred or licensed to Customer. All rights not expressly granted to Customer in this Agreement are reserved by BrightBee and its licensors.

5.2. Customer. As between Customer and BrightBee, Customer owns and reserves all of its and its licensors' right, title and interest to: (i) the Customer Materials; (ii) Customer's Confidential Information; and (iii) all Intellectual Property Rights in the foregoing (collectively, the "**Customer Intellectual Property**"). Subject to the terms of this Agreement, Customer grants to BrightBee a limited, nonexclusive, worldwide, royalty-free, fully paid-up, sublicensable, transferable (in accordance with Section 11.5) license to use, store, adapt, modify, translate, publish, reproduce and distribute the Customer Materials during the Term as necessary for BrightBee to provide the BrightBee Solution, any Deliverables and related services including Professional Services to Customer under this Agreement and as otherwise necessary for BrightBee to perform its obligations or exercise its rights under this Agreement. Except as may expressly be set forth in this Agreement, no right, title, or interest to any of the Customer Intellectual Property is transferred or licensed to BrightBee.

5.3. Feedback. If Customer provides suggestions, feedback or other input to BrightBee concerning the functionality and performance of the BrightBee Solution, including identifying potential errors and improvements (collectively, "**Feedback**"), then Customer hereby grants BrightBee and its affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid-up right and license to all Feedback and all Intellectual Property Rights therein (except patent rights and trademark and branding rights) to use, perform, display, reproduce, create derivative works, and otherwise exploit such Feedback for any purpose. The foregoing license shall be fully transferable and sublicensable.

5.4. Resultant Data. Notwithstanding anything to the contrary set forth herein, BrightBee shall have the right to collect and analyze Resultant Data, and BrightBee will be free (during and after the Term hereof) to (i) use such Resultant Data to improve and enhance the BrightBee Solution and for other development, diagnostic and corrective purposes in connection with the BrightBee Solution and other BrightBee offerings; (ii) disclose such data solely in an aggregated and de-identified form in connection with its business (including for marketing purposes); and (iii) disclose such Resultant Data to Customer's funders and/or key stakeholders so long as such Resultant Data is de-identified so as not to identify any individual students.

6. **Confidential Information.**

6.1. Definition of Confidential Information and Obligations. Each party (the “**Receiving Party**”) acknowledges that by reason of its relationship to the other party (the “**Disclosing Party**”) under this Agreement, the Receiving Party will have access to certain information and materials, including the terms of this Agreement and each Order Form, concerning the Disclosing Party’s business, plans, technology, products and services that are confidential and of substantial value to the Disclosing Party, which value would be impaired if such information were disclosed to third parties (“**Confidential Information**”). The Receiving Party agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by the Disclosing Party, except as expressly otherwise provided in this Agreement. The Receiving Party shall treat the Disclosing Party’s Confidential Information in confidence and protect it with the same degree of care as the Receiving Party uses to protect its own confidential or proprietary information, but with no less than reasonable care.

6.2. Exclusions. Confidential Information does not include any information that the Receiving Party can demonstrate by written records: (i) was rightfully known to the Receiving Party prior to its disclosure under this Agreement by the Disclosing Party; (ii) is independently developed by the Receiving Party without use of, or reference to, any Confidential Information of the Disclosing Party; (iii) is or becomes publicly known through no wrongful act of the Receiving Party; (iv) has been rightfully received from a third party whom the Receiving Party has reasonable grounds to believe is authorized to make such disclosure without restriction; (v) has been approved for public release by the Disclosing Party’s prior written authorization; or (vi) must be produced or disclosed pursuant to applicable law, regulation or court order, or upon request by an examiner, auditor or regulator provided that the Receiving Party provides prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In addition, either party may disclose the existence and terms of this Agreement (a) to its auditors, (b) to existing and potential investors who are performing due diligence in connection with a fundraising round, or (c) in connection with a potential acquisition of substantially the entire business, assets and/or equity of such party or a private or public offering of such party’s securities.

6.3. Return. Upon the earlier of the Disclosing Party’s request or the termination or expiration of this Agreement and/or Order Form(s), the Receiving Party shall, at the Disclosing Party’s option, promptly return to the Disclosing Party or destroy all Confidential Information including all copies thereof, in whatever medium in its possession or control; and in either event, will certify in writing to the Disclosing Party that such actions have all been completed. Notwithstanding the foregoing, the Receiving Party may retain (i) any Confidential Information required to be retained to comply with applicable laws or regulatory requirements; and (ii) any Confidential Information contained in computer files maintained pursuant to the Receiving Party’s customary archiving or back-up procedures; provided, however, that all such retained Confidential Information shall continue to remain subject to the provisions of this Section 6.

7. **Privacy and Security.** All information collected by BrightBee will be used, stored and processed in accordance with BrightBee’s privacy policy located at <https://www.brightbee.org/privacy/>. BrightBee will maintain industry-standard administrative, technical, and physical safeguards to protect any information and data collected by BrightBee from Customer. BrightBee will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks. Unless Customer receives prior express written authorization from BrightBee, Customer may not process via the BrightBee Solution, or submit to BrightBee, any Customer Materials that include any: (i) "personal health information," as defined under the Health Insurance Portability and Accountability Act of the United States of America; (ii) government issued identification numbers, including Social Security numbers, driver's license numbers and other state or national issued identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card data, including credit card or debit card numbers; or (v) biometric information, such as fingerprints or voiceprints.

8. **Representations and Warranties.**

8.1. Mutual. Each party represents and warrants to the other that: (i) it has the right, power, and authority to enter into this Agreement and perform its obligations hereunder; (ii) it will, at all times, comply with all applicable laws, statutes, treaties and regulations to which it is subject; and (iii) it has all the necessary rights to grant the rights and licenses hereunder.

8.2. By BrightBee. BrightBee shall use reasonable efforts consistent with prevailing industry standards to maintain the BrightBee Solution in a manner which minimizes errors and interruptions in Customer's use of the BrightBee Solution and shall perform the Professional Services in a professional and workmanlike manner. The BrightBee Solution may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by BrightBee or by third-party providers, or because of other causes beyond BrightBee's reasonable control, but BrightBee shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, BrightBee does not warrant that the BrightBee Solution will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the BrightBee Solution.

8.3. Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE BRIGHTBEE SOLUTION, DELIVERABLES AND ANY RELATED SERVICES (INCLUDING ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE BRIGHTBEE SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY BRIGHTBEE WORKER) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, BRIGHTBEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, BEYOND THE VERIFICATION SERVICES BRIGHTBEE PROVIDES, BRIGHTBEE MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, OR BEHAVIOR OF BRIGHTBEE WORKERS. CUSTOMER HEREBY EXPRESSLY RELEASE BRIGHTBEE FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF BRIGHTBEE WORKERS WHILE THEY ARE ENGAGED BY CUSTOMER, ON CUSTOMER'S PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH CUSTOMER ENGAGES WITH THEM.

9. Limitation of Liability. IN NO EVENT WILL BRIGHTBEE OR ANY OF ITS AFFILIATED ORGANIZATIONS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (I) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (II) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (III) FOR ANY MATTER BEYOND BRIGHTBEE'S REASONABLE CONTROL; (IV) FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEBSITES THAT ARE ACCESSED VIA, OR INTEGRATED WITH, THE BRIGHTBEE SOLUTION; (V) FOR BACKGROUND VERIFICATION RESPONSIBILITIES THAT ARE LIMITED TO THE SERVICES SPECIFICALLY OUTLINED IN THIS AGREEMENT INCLUDING THE ACCURACY OF THE RESULTS THAT WE RECEIVE FROM A THIRD PARTY (I.E., THE DOJ AND FBI) AND ALTHOUGH BRIGHTBEE SUBJECTS BRIGHTBEE WORKERS TO BACKGROUND VERIFICATION, BRIGHTBEE EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE BACKGROUND CHECKS PERFORMED BY ANY THIRD PARTY PROVIDER. CUSTOMER AGREES TO INDEMNIFY BRIGHTBEE AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL CAUSES OF ACTIONS, SUITS, LIABILITIES, COSTS, DEBTS AND SUMS OF MONEY, CLAIMS AND DEMANDS WHATSOEVER (INCLUDING CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, AND/OR STRICT LIABILITY) AND ANY AND ALL RELATED ATTORNEYS'

FEES, COURT COSTS AND OTHER EXPENSES RESULTING FROM THIRD PARTY INVESTIGATION OF A BRIGHTBEE WORKER'S BACKGROUND AND BACKGROUND VERIFICATION IN CONNECTION WITH THEIR SERVICE AS AN EDUCATOR IN CUSTOMER'S SCHOOL DISTRICT. ; OR (VI) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO BRIGHTBEE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE FIRST CLAIM, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Indemnity.**

10.1. BrightBee Indemnification. BrightBee shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, and agents (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "**Action**") by a third party to the extent that such Losses arise from any: (i) allegation in such Action that Customer's use of the BrightBee Solution (excluding Customer Materials and Open Source Components) in compliance with this Agreement infringes a U.S. Intellectual Property Right; or (ii) gross negligence or willful misconduct by BrightBee in connection with this Agreement. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any: (a) access to or use of the BrightBee Solution not in accordance with this Agreement; (b) modification of BrightBee Solution other than by BrightBee; (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of BrightBee; (d) portion or component of the BrightBee Solution made in whole or in part in accordance with Customer specifications; (e) any combination of the BrightBee Solution with other products, processes or materials, unless the claim would have arisen irrespective of such combination; or (f) Customer's failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of BrightBee; (g) and the use of BrightBee Workers.

10.2. Customer Indemnification. To the maximum extent permitted by law, Customer shall indemnify, defend and hold harmless BrightBee and each of its officers, directors, employees, and agents (each, a "**BrightBee Indemnitee**") from and against any and all Losses incurred by such BrightBee Indemnitee in connection with any Action by a third party to the extent that such Losses arise out of or relates to any: (i) Customer Materials and (ii) gross negligence or willful misconduct by Customer or any Authorized User in connection with this Agreement.

10.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 10.1 or 10.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10.3 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

10.4. Mitigation. If the BrightBee Solution, or any component thereof, is, or in BrightBee's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right then, BrightBee may, at its option and expense: (i) obtain the right for Customer to continue to use the BrightBee Solution materially as contemplated by this Agreement; (ii) modify or replace the BrightBee Solution, in whole or in part, to seek to make the BrightBee Solution (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute BrightBee Solution, as applicable, under this Agreement; or (iii) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the BrightBee Solution, and

provide to Customer a prorated refund of any Fees pre-paid by Customer as of such termination for the post-termination period.

10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BRIGHTBEE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED ACTIONS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE BRIGHTBEE SOLUTION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

11. **Miscellaneous.**

11.1. Governing Law, Jurisdiction. This Agreement and all rights and obligations of the parties will be exclusively governed by, and construed and interpreted in accordance with the laws of the State of California (without regard to conflict of law principles). Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal or state courts sitting in the County of Alameda, California, and any appellate court of such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under this Agreement or in any way relating to this Agreement. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

11.2. Entire Agreement. This Agreement, together with all Order Forms, which are incorporated into and made a part of this Agreement, contain the entire understanding of the parties relating its subject matter and supersedes any prior written or oral agreement or understandings between the parties with respect to its subject matter of this Agreement. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.3. Publicity. Provided that BrightBee complies with Customer's brand guidelines as advised from time to time: (i) BrightBee shall have the right to list Customer as a customer in written, oral and electronic materials which include the names of BrightBee's customers; and (ii) provide Customer as a customer reference for BrightBee. Except as expressly permitted in this Agreement, BrightBee shall not use any trademark, service mark, trade name, or other name or logo of Customer in any advertising or publicity and shall not issue any public statement concerning this Agreement without the prior written consent of Customer.

11.4. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws. The parties will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

11.5. Assignment. Neither party is allowed to assign or transfer any of its rights or obligations in this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any attempt to do so without such consent will be null and void. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, upon written notice to the other party but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of the party's equity or assets..

11.6. Force Majeure. Except with respect to obligations to make payments under this Agreement, neither party shall be deemed in default under this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural

disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

11.7. Relationship of the Parties. BrightBee is an independent contractor of Customer. This Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Neither party has the authority to bind the other or create any legal obligation or responsibility for the other without the other party's prior written consent. The inclusion of portions of this Agreement in BrightBee's arrangements with its consultants or subcontractors shall not create a contractual relationship between a consultant or subcontractor of BrightBee and Customer.

11.8. Notice. Any legal notice, request, demand or other communication required or permitted under this Agreement should be in writing, should reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) upon confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt; or (iv) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt. Notices should be sent to the address(es) set forth in the opening paragraph of this Agreement, unless we notify each other that those addresses have changed.

11.9. Amendments. Alterations or modifications of this Agreement will be valid only if made in writing signed by both parties.

11.10. Waivers. A party's obligations under this Agreement can only be waived in writing signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless in writing.

11.11. Dispute Resolution and Attorney's Fees. As part of this contract, arbitration may be considered as an option for potential dispute resolution. The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.

11.12. Required Insurance Coverage. BrightBee shall, at its sole cost and expense, maintain in full force and effect during the Term of the Services insurance coverage from a licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with BrightBee's fulfillment of any of its obligations under this Agreement.

11.13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11.14. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.15. Counterparts. This Agreement, and any other document referencing and governed by this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., a PDF file), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

11.16 Survival. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof.

IN WITNESS WHEREOF, authorized representatives of each of the parties have executed this Agreement, including its Exhibits, as of the Effective Date.

BrightBee LLC

[School District Name]

Signature: _____

Signature: _____

Name: Michael Lombardo

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

BRIGHTBEE SERVICES AGREEMENT

EXHIBIT A: PAID ASSIGNMENTS

Designated Customer Locations

The following shall describe the sole and exclusive Designated Customer Locations (“DCLs”) where Paid Assignments (“PAs”) may be requested by the Customer and fulfilled by BrightBee and/or BrightBee Workers (“BWs”). The parties may add or change DCLs only if expressly mutually agreed in writing.

1)2111 International Blvd, Oakland, CA, 94606

Duties Performed by BrightBee Workers

Upon accepting a Paid Assignment, a BrightBee Worker shall perform the duties normally performed by and as described by the Position Descriptions attached to this Agreement. The attached Position Description shall represent the sole and exclusive duties to be performed by a BW.

| Instructional Roles | Non-Instructional Roles |
|----------------------------|-----------------------------------|
| | Office Support |
| | Lunch Support |
| | Field Trip Support/Chaperones |
| | After School/Extended Day Support |
| | |
| | |
| | |
| | |
| | |

BRIGHTBEE SERVICES AGREEMENT

EXHIBIT B: FEE SCHEDULE

In consideration for the Services provided under this Agreement, including but not limited to access to and usage of the BrightBee Solution, Customer agrees to pay the following Fees under the terms laid out in Section 3 of this Agreement.

Software Access & Usage Fees

| | Cost per User Account | Other Charges |
|----------------------------|-----------------------|---------------|
| Administrator User Account | \$0 | \$0 |
| Worker User Account | \$0 | \$0 |

Paid Assignment Fees - Instructional

| | Full Day (> 4 hours) | Half Day (\leq 4 hours) |
|------------------------------|----------------------|----------------------------|
| Short Term (\leq 20 days) | \$295 | \$175 |
| Long Term (> 20 days) | \$320 | \$195 |

Paid Assignment Fees - Non-Instructional

| | Full Day (> 4 hours) | Half Day (\leq 4 hours) |
|------------------------------|----------------------|----------------------------|
| Short Term (\leq 20 days) | \$280 | \$160 |
| Long Term (> 20 days) | \$300 | \$180 |

Training & Professional Learning Fees

| | Full Day (> 4 hours) Professional Learning | Half Day (\leq 4 hours) Professional Learning |
|---------------------------|--|--|
| Non-Instructional Workers | \$1000 | \$500 |
| Instructional Workers | \$1500 | \$750 |

Other Fees

-Permanent placement fee: \$3,500

-On-site Orientation for BrightBee Workers: \$50 per worker per orientation