



ECLASSTIC LLC SERVICES AGREEMENT

This ECLASSTIC LLC Software Services Agreement ("Agreement") together with all attached Exhibits hereto is made and entered into as of April 12 2016 ("Effective Date"), by and between ECLASSTIC LLC, a California Limited Liability Company located at 717 11th St Davis, CA 95616 ("Company"), and Davis Adult School, with its principal place of business at 315 W 14th St, Davis, CA 95616 ("Customer").

Recitals

WHEREAS, Company has developed and owns the Subscription Services (as defined below);

WHEREAS, Customer desires to access and use the Subscription Services, and Company is willing to permit Customer to access and use the Subscription Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1 "Authorized User" means an employee or contractor of Customer who has been contacted by Company on behalf of Customer through the Subscription Services or (i) been assigned a unique username-password combination to access and use the Subscription Services, and (ii) registered online to access and use the Subscription Services. For the avoidance of doubt, the number of "Authorized Users" purchased by Customer in accordance with the terms of Exhibit A defines the total number of individuals that may register online to access and use the Subscription Services, without Customer incurring the additional per-user fee described in Exhibit A.

1.2 "Customer Data" means data, information, and content (including, without limitation, login credentials for and information obtained from third party services accessed by the Subscription Services) provided by Customers and Authorized Users which is input into and/or stored by the Subscription Services..

1.3 "Fees" means the fees described in Exhibit A.

1.4 "Intellectual Property Rights" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5 "Subscription Services" means the services developed by or for Company that provide the functionality described in Exhibit B.

1.6 "Term" means the term of this Agreement as defined in Section 8.1.

2. SUBSCRIPTION SERVICES

2.1 Subscription Services. Subject to Customer's compliance with the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-transferable license to access and use the Subscription Services solely for its internal business purposes. Such access and use is expressly limited to the number of Authorized Users for which Customer has paid Fees in accordance with Exhibit A.

2.2 Restrictions. Customer shall not attempt to interfere with or disrupt the Subscription Services or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Subscription Services). Customer shall not allow access to or use of the Subscription Services by anyone other than Authorized Users. Customer shall not: (a) copy, modify or distribute any portion of the Subscription Services; (b) rent, lease, or provide access to the Subscription Services on a time-share or service bureau basis; or (c) transfer any of its rights hereunder (except as specified in Section 12.8).

2.3 Acceptable Use Policies. Customer acknowledges and agrees that Company does not monitor or police communications or data transmitted through the Subscription Services and that Company shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. Customer shall not use the Subscription Services to transmit any bulk unsolicited commercial communications. Customer shall keep confidential and not disclose to any third parties, and shall ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications and account profiles of Authorized Users.

2.4 Data Maintenance and Backup Procedures. In the event of any loss or corruption of Customer Data, Company shall use its commercially reasonable efforts to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Company in accordance with this Section 2.4. Company shall not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data caused by any third party (including, without limitation, any third party API accessed by the Subscription Services). COMPANY'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION 2.4 SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND

EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA.

3. CUSTOMER OBLIGATIONS

3.1 Cooperation and Assistance. As a condition to Company's obligations hereunder, Customer shall at all times: (a) provide Company with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Company in order to provide the Subscription Services, including, but not limited to, providing Customer Data, security access and information; (b) provide such personnel assistance as may be reasonably requested by Company from time to time; and (c) carry out in a timely manner all other Customer responsibilities set forth in this Agreement.

3.2 Marketing Support. Customer shall comply with reasonable requests of Company to support public relations efforts pertaining to the Subscription Services, which efforts may include: (a) a press release highlighting Customer's purchase or use of the Subscription Services (including any return on investment attained through the Subscription Services); (b) participation in targeted press and analyst interviews highlighting benefits of implementing the Subscription Services; and (c) participation in customer case studies developed by Company and used on the Company website and other collateral. Customer grants to Company a non-exclusive, non-transferable (except as permitted under Section 12.8), limited right to use the Customer name, trademarks, and logos (collectively, the "Customer Marks") in the production of marketing materials, provided that such use is in accordance with Customer's trademark and logo use guidelines that Customer provides to Company. Company will use its commercially reasonable efforts to cooperate with Customer in monitoring use of the Customer Marks. All goodwill developed from such use shall be solely for the benefit of Customer.

3.3 Enforcement. Customer shall ensure that all Authorized Users comply with the terms and conditions of this Agreement, including, without limitation, with Customer's obligations set forth in Sections 2.2 and 2.3. Customer shall promptly notify Company of any suspected or alleged violation of the terms and conditions of this Agreement and shall cooperate with Company with respect to: (a) investigation by Company of any suspected or alleged violation of this Agreement and (b) any action by Company to enforce the terms and conditions of this Agreement. Company may suspend or terminate any Authorized User's access to the Subscription Services upon notice to Customer in the event that Company reasonably determines that such Authorized User has violated the terms and conditions of this Agreement. Customer shall be liable for any violation

of the terms and conditions of this Agreement by any Authorized User.

3.4 Telecommunications and Internet Services. Customer acknowledges and agrees that Customer's and its Authorized Users' use of the Subscription Services is dependent upon access to telecommunications and Internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Subscription Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Company shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

3.5 Authorized User Contact Information. Customer may provide Company with the names, email addresses and phone numbers of its Authorized Users ("Authorized User Contact Information") for the purpose of enabling Company to contact such Authorized Users on behalf of Customer in connection with the Subscription Services. Customer represents and warrants that it has the necessary right and full power and authority to provide the Authorized User Contact Information to Company.

4. FEES; TAXES

4.1 Fees. In consideration for Company providing the Implementation Services and Subscription Services, Customer shall pay to Company the Fees, in accordance with the terms set forth in Exhibit A.

4.2 Taxes. All amounts and fees stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, "Taxes"). Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Company's net income.

5. OWNERSHIP. As between Company and Customer, the Subscription Services, and all Intellectual Property Rights therein or relating thereto, are and shall remain the exclusive property of Company or its licensors.

6. CONFIDENTIALITY

6.1 Definition. By virtue of this Agreement, the parties may have access to each other's Confidential Information. "Confidential Information," as used in this Agreement, means any written, machine-reproducible and/or visual materials that are clearly labeled as proprietary, confidential, or with words of similar meaning, and all information

that is orally or visually disclosed, if not so marked, if it is identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure, and any information of any nature described in this Agreement as confidential. Company Confidential Information includes, without limitation, the Subscription Services and any software whether in source or executable code, documentation, nonpublic financial information, pricing, business plans, techniques, methods, processes, anonymized information regarding surveys conducted by Customer through the Subscription Services, and the results of any performance tests of the Subscription Services. Customer Data is the Confidential Information of Customer. The terms and conditions of this Agreement shall be deemed the Confidential Information of both parties and neither party shall disclose such information except to such party's advisors, accountants, attorneys, investors (and prospective investors), and prospective acquirers as have a reasonable need to know such information, provided that any such third parties shall, before they may access such information, either (a) execute a binding agreement to keep such information confidential or (b) be subject to a professional obligation to maintain the confidentiality of such information.

6.2 Exclusions. Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is rightfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

6.3 Use and Nondisclosure. During the Term and for a period of five (5) years after expiration or termination of this Agreement, neither party shall make the other's Confidential Information available to any third party or use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance. Each party will ensure that any agents or subcontractors that are permitted to access any of the other's Confidential Information are legally bound to comply with the obligations set forth herein. Notwithstanding the foregoing, Confidential Information may be disclosed as required by any governmental agency, provided that before disclosing such information the disclosing party must provide the non-disclosing party with sufficient advance notice of the agency's request for the information to enable the non-disclosing party

to exercise any rights it may have to challenge or limit the agency's authority to receive such Confidential Information.

7. WARRANTY

7.1 Warranty for Subscription Services. Company warrants that the Subscription Services will provide the functionality set forth in Exhibit B, and that Company's delivery of the Subscription Services will meet the requirements set forth therein. Company will use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (for which Company will provide Customer at least 8 hours electronic notice via the Subscription Services and which Company shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Company's reasonable control, including, without limitation, a Force Majeure Event (as defined in Section 12.5), Customer's or its Authorized Users' telecommunications and Internet services failure or delay, or software or hardware not provided and controlled by Company (including third-party software, APIs or sites that are accessed, used or linked through the Subscription Services).

7.2 Disclaimer. Customer assumes sole responsibility and liability for results obtained from the use of the Subscription Services and for conclusions drawn from or actions taken as a result of such use. Company shall have no liability for any claims, losses, or damage caused by use of or errors or omissions in any information provided to Company by Customer or Authorized Users in connection with the Subscription Services or any actions taken by Company at Customer's direction. Company shall have no liability for any claims, losses or damages arising out of or in connection with Customer's or any Authorized User's use of any third-party products, services, software or web sites that are accessed via links from within the Subscription Services.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SUBSCRIPTION SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, COMPANY DISCLAIMS ANY WARRANTY THAT THE SUBSCRIPTION SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. COMPANY FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SUBSCRIPTION SERVICES AS TO

MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY.

8. TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date and shall continue for the period of 1 year thereafter (the "Initial Term"), unless terminated earlier as provided in this Agreement. At the end of the Initial Term, this Agreement shall automatically renew for additional one (1)-year periods, unless either party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the then-current renewal term. The Initial Term and renewal terms are referred to herein collectively the "Term".

8.2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach; provided that the cure period for any default with respect to payment shall be five (5) business days.

8.3 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Subscription Services shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Subscription Services, and each party shall return and make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party. Company may destroy or otherwise dispose of any Customer Data in its possession unless Company receives, no later than ten (10) days after the effective date of the expiration or termination of this Agreement, a written request for the delivery to Customer of the then-most recent back-up of the Customer Data. Company will use all reasonable efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request. Also upon expiration or termination of this Agreement, Company shall cease use of the Customer Marks (as defined in Section 3.2); provided,

however, that (a) Company shall have a reasonable time to remove the Customer Marks from promotional materials, (b) Company shall be entitled to exhaust materials printed during the Term that include the Customer Marks, and (c) Company shall not be required to remove any such printed materials from circulation.

8.4 Survival. The rights and obligations of Company and Customer contained in Sections 1 (Definitions), 3.4 (Telecommunications and Internet Services), 4 (Fees; Taxes), 5 (Ownership), 6 (Confidentiality), 8.3 (Rights and Obligations Upon Expiration or Termination), 8.4 (Survival), 9 (Indemnification), 10 (Limitation of Liability), 11 (Acknowledgement), and 12 (General) shall survive any expiration or termination of this Agreement.

9. INDEMNIFICATION

9.1 Indemnification by Customer. Customer shall defend (or settle), indemnify and hold harmless Company, its officers, directors and employees, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party (including any Authorized User) has suffered injury, damage or loss resulting from Customer's or an Authorized User's use of, or any results, conclusions drawn from or actions taken by Company or Authorized Users or otherwise resulting from, the Subscription Services (other than any claim for which Company is responsible under Section 9.2); (ii) arises from any Indemnity Exclusion; or (iii) Customer or any Authorized User has used the Subscription Services in a manner that violates Sections 2.2 or 2.3 of this Agreement. Customer's obligations under this Section 9.1 are contingent upon: (a) Company providing Customer with prompt written notice of such claim; (b) Company providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

9.2 Indemnification by Company. Company shall defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services infringe or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Company's obligations under this Section 9.2 are contingent upon: (a) Customer providing Company with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Company, at Company's expense, in the defense and settlement of such claim; and (c) Company having sole authority to defend or settle such claim. In the event that Company's right to provide the Subscription Services is enjoined or in Company's reasonable opinion is likely to

be enjoined, Company may obtain the right to continue providing the Subscription Services, replace or modify the Subscription Services so that they become non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer. THE FOREGOING STATES THE ENTIRE OBLIGATION OF COMPANY AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SUBSCRIPTION SERVICES. Company shall have no liability under this Section 9.2 to the extent that any third-party claims described herein are based on: (i) the combination, operation or use of the Subscription Services with equipment, devices, software or data not supplied by Company, if a claim would not have occurred but for such combination, operation or use; (ii) Customer's use of the Subscription Services other than in accordance with this Agreement; or (iii) the use of Customer Data ("Indemnity Exclusions").

10. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 2 OR SECTION 6 OR CUSTOMER'S OBLIGATIONS UNDER SECTION 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER AND ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S ACCESS TO AND USE OF THE SUBSCRIPTION SERVICES EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO COMPANY IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

11. **ACKNOWLEDGEMENT.** The parties acknowledge that the limitations and exclusions contained in Section 10 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associ-

ated with their respective obligations under this Agreement, and the payments made hereunder. Without limiting the generality of the foregoing, the parties acknowledge and agree that (a) the provisions hereof that limit liability, disclaim warranties or exclude consequential damages or other damages or remedies shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach hereunder, and (b) all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause an exclusive remedy to fail of its essential purpose.

12. GENERAL

12.1 **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in the Eastern District of California. Company and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

12.2 **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

12.3 **Notices.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be sent to the addresses set forth below or delivered in person. The notices shall be deemed to have been given upon: (a) the date actually delivered in person; (b) the day after the date sent by overnight courier; or (c) three (3) days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax.

Company:

Customer:

ECLASSTIC
LLC
717 11TH ST
DAVIS CA 95616

Davis Adult School
Attn: Grace Sauser
315 W 14th St, Davis,
CA 95616

12.4 **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining

provisions of this Agreement shall remain in full force and effect.

12.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a “Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.6 Compliance with Laws. Each party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including, but not limited to, any export laws and regulations of the United States.

12.7 Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other’s behalf without such other party’s prior written consent.

12.8 Assignment/Successors. Neither party may assign or transfer this Agreement, in whole or in part, without the other party’s written consent except in the event of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this Section will be null and void. “Change of Control” means, with respect to a party: (a) the direct or indirect acquisition of either (i) the majority of voting stock of such party or (ii) all or substantially all of the assets of such party, by another entity in a single transaction or a series of transactions; or (b) the merger of such party with another entity. Subject to the foregoing restrictions, this Agreement shall inure to the benefit of the successors and permitted assigns of the parties.

12.9 Entire Agreement. This Agreement together with the Exhibits hereto constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

12.10 Non-Exclusive Remedies. Except as set forth in Sections 2.4 and 9.2, the exercise by either party of any remedy

under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

12.11 Equitable Relief. Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

12.12 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

12.13 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

12.14 Headings. The headings in this Agreement are for the convenience of reference only and have no legal effect.

In Witness Whereof, the parties have caused this Agreement to be signed as of the Effective Date by their duly authorized representatives.

CUSTOMER

COMPANY

Signature: _____

Signature: _____

Name: Matthew J Vendryes

Name: Grace Sauser

Title: Managing Member, Eclastic

Title: Principle, Davis Adult School

Date: April 12, 2016

Date: April 12, 2016

LIST OF EXHIBITS

EXHIBIT A - Financial Terms

EXHIBIT B - Description of Subscription Services

EXHIBIT A
Financial Terms

Annual Subscription Fee: \$ 84 per Authorized User per year for the Initial Number of Authorized Users (set forth below).

Initial Number of Authorized Users: 10

Additional Authorized Users For Authorized Users in excess of the number set forth above, Customer will be charged \$ 100 per each additional Authorized User. The additional Annual Subscription Fee for each such Additional User shall be as specified in Company's then-current price list.

Payment

Company shall invoice Customer for all Fees, Taxes (as defined in Section 4.3) and any related interest and/or penalties due in accordance with the terms of the Agreement. Each invoice is due and payable thirty (30) days following the invoice date. If Company has not received payment within five (5) days after the due date, interest shall accrue on past due amounts at the rate of one and one half percent (1.5%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Company. Customer shall reimburse Company for the reasonable costs of collection, including reasonable fees and expenses of attorneys.

Payment schedule

Deliverable	Date
Implementation schedule Support and maintenance plan System configuration plan Security plan End-user training and technical guide Activation fee (\$750) In-person training fee (\$455) Testing and training environments available Testing and system configuration complete Go live	April 15, 2016
1-year <u>eclasstic.com</u> site license Admin dashboard, IT support Activation & training Total cost	\$840 <i>waived</i> \$840

EXHIBIT B

Description of Subscription Services

1. Professional Services Package

Company shall provide services, resources, and tools to support successful implementation of a hosted application to provide student access to language and cultural training resources. Major features and functions that are to be enabled in software as a result of the work of the Company:

The software license, once configured will include the following:

- Video-based English skills training
- Full annual site access to eclastic.com, all tools, course material and individual English language performance data
- Administrator tools to monitor and support all student-users from one dashboard including all student-user performance data.
- User performance metrics

2. Deliverables

- System configuration plan: configuration plan for setup and training for administrators (up to 1 in-person meeting, unlimited calls/video-conferencing).
- Security plan: Plan describing security related policies and changes to the hosting environment or applications in order to meet the buyer's needs.
- Testing: Describes the method for testing both service and desired changes to the hosted system software.
- End-user training & technical guide: Describes the content and functionality to intended participants (system admins, end-users).
- Support and maintenance plan: Description of the roles, responsibilities, contact names, emails, and phone numbers in support of the hosted system.
- Final acceptance testing: Provide the Customer the ability to test the system as a whole for 4 days to ensure it meets performance expectations.

Operational acceptance checklist

Ensure system is in place to operate and deliver a successful service.

☐

- ☐ Operational costs funded
- ☐ Compliance to Customer requirements, certifications and standards
- ☐ There is a proper configuration/deployment plan
- ☐ Users and Administrators can access Service
- ☐ Known risks have been accepted by Customer or mitigated
- ☐ Users, operations staff are trained and capable of using Service and/or have access to training materials
- ☐ Administration roles are agreed and demarcated between support and the business's own systems administrators
- ☐ Business and operational owners of the Service have been determined

Operational readiness tests show

- ☐
- ☐ System can be deployed
- ☐ Service performs according to expectations
- ☐ Service is reliable and secure
- ☐ Service can be monitored and reported

Terms of Service
Last Updated: January 21 2016

Welcome to the Eclastic, LLC ("**Eclastic**") website located at eclastic.com (the "**Site**"). Please read these Terms of Service (the "**Terms**") and our Privacy Policy carefully because they govern your use of our Site and our English language learning resources accessible via our Site. To make these Terms easier to read, the Site and our services are collectively called the "**Services**."

Agreement to Terms

By using our Services, you agree to be bound by these Terms and by our Privacy Policy. If you don't agree to these Terms and our Privacy Policy, do not use the Services.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you can't use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services

Eligibility

You may use the Services only if you are 18 years or older and capable of forming a binding contract with Eclastic and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use certain features of the Services you'll have to create an account ("**Account**"). You can do this via the Site or through your account with certain third-party social networking services such as Facebook or Twitter (each, an "**SNS Account**"). If you choose the SNS Account option we'll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.

It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by emailing us at eclastic@gmail.com. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise use the Feedback for any purpose.

Privacy Policy

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users.

Content and Content Rights

For purposes of these Terms: (i) “**Content**” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “**User Content**” means any Content that Account holders (including you) provide to be made available through the Services. Content includes without limitation User Content.

Content Ownership, Responsibility and Removal

Eclasstic does not claim any ownership rights in any Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Eclasstic and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights in User Content Granted by You

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- * Violate any applicable law or regulation; or
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Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

Agreement to Arbitrate

You and Eclastic agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "**IP Protection Action**"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. **You acknowledge and agree that you and Eclastic are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and Eclastic otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at <http://www.adr.org/aaa> and a separate form for California residents at <http://www.adr.org/aaa/>.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Eclastic otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Eclastic submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Eclastic will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Eclastic will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the “Modification” section above, if Eclastic changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any

subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to eclasstic@gmail.com) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Eclasstic’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Eclasstic in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Terms

These Terms constitute the entire and exclusive understanding and agreement between Eclasstic and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Eclasstic and you regarding the Services and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Eclasstic’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Eclasstic may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Eclasstic under these Terms, including those regarding modifications to these Terms, will be given: (i) by Eclasstic via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Eclasstic’s failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Eclasstic. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

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Contact Information

If you have any questions about these Terms or the Services, please contact Eclasstic at eclasstic@gmail.com, call 510.740.8092, or write to:

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508 2ND ST #208
DAVIS, CA 95616.