



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File ID Number	17-0834
Introduction Date	5-10-17
Enactment Number	
Enactment Date	

Memo

To Board of Education

From Devin Dillon, Interim Superintendent
Vernon Hal, Senior Business Officer
Susan Beltz, Chief Technology Officer

Board Meeting Date May 10, 2017

Subject Approval of Master Software Agreement as a Service Agreement and Addendums 1, 2, 3, 4 and 5 between Oakland Unified School District and SchoolMint

Action Requested Approval of Master Software Agreement as a Service Agreement and Addendums 1, 2, 3,4, 5 between Oakland Unified School District and SchoolMint, San Francisco, CA beginning August 1, 2016 through June 30, 2017 in an amount not to exceed \$208,250.00.



**OAKLAND UNIFIED
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Community Schools, Thriving Students

Background

OUSD hopes to make the Options/Enrollment process easier for families to apply for enroll in OUSD-run schools. The current process requires families to submit their enrollment applications in person using a paper based system. Hand-processing and keying of the applications creates a significant time-lag between the application and notification dates, often leading to confusion and feelings of frustration on the part of both families and staff. The process is not consistent with the way that most people receive and process information in the 21st-century.

As a result, OUSD is seeking a transition to an online system that enables families to explore school options and select schools in order of preference, and enables enrollment team members to avoid manual keying of application information and thereby improve the quality of timing of communications between the District and families. The SchoolMint system is a mature, full-featured and interoperable system that provides these capabilities, including the School Finder tool used to research schools and the School Apply tool used to apply to selected schools. Both the School Finder and School Apply applications are supported on computers, mobile phones and tablets in English, Spanish, Chinese, Vietnamese and Cambodian.

School Finder was purchased by Educate 78 in 2015 and subsequently gifted to OUSD. In addition to taking over maintenance costs during 2016-17, OUSD is designing enhancements to the School Finder tool to better represent our school programs. The original contract for School Finder was between Educate 78 and SchoolMint. OUSD was engaged after purchase to design the aforementioned enhancements.

School Apply is designed by OUSD to provide families with an online enrollment application which is common across all OUSD schools. It is important to note that this online application only includes OUSD district-run schools.



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Discussion

Approving the Agreement will enable OUSD to provide an improved application experience for families and will enable our Enrollment department to leave behind manual paper processing of our enrollment applications and create more internal efficiencies. The purchase of these tools is a critical part of our overall Enrollment Improvements Program as presented to the Board on June 8 (the presentation was originally scheduled for the May 25, 2016 Board meeting.) The ability to move to an online application will allow the existing Enrollment staff to spend less time doing data entry and more time providing outreach and school selection support.

The cost breakdown of the School Finder and School Apply tools for 2016-17 is as follows:

Product Tool Name	Addendum	Cost	Funding Source
School Finder			
Enhancements	Addendum 4,5	\$17,000	Unrestricted General Purpose funds (Org Key #9981348207- 5846) Enrollment Dept.
Annual		\$30,000	
School Apply Online Enrollment Application Tool			
Implementation	Addendum 1, 2,3	\$55,000	Unrestricted General Purpose funds (Org Key #9981348207- 5846) Enrollment Dept.
Annual		\$106,250	



**OAKLAND UNIFIED
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Community Schools, Thriving Students

Recommendation Approval of Master Software Agreement as a Service Agreement and Addendums 1, 2, 3 and 4 between Oakland Unified School District and SchoolMint

Fiscal Impact Annual maintenance costs, which are part of the annual enrollment budget. The annual costs will be paid by the Enrollment Dept. Annually Funds will be transferred from the Enrollment Dept. budget to the Technology Services Dept. The funds will be held in the licensing fund. The Technology Services Dept. will pay the annual licensing costs, from the licensing fund, to the vendor. If the Enrollment Dept. wishes to make additional OUSD specific enhancements or further customizations (new custom reports) a new contract with the vendor for those additional services will be needed.

Attachments SchoolMint Master Software as a Service Agreement
Addendum 1
Addendum 2
Addendum 3
Addendum 4
Addendum 5



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 17-0834

Department: Technology Services Dept.

Vendor Name: SchoolMint

Contract Term: Start Date: Aug 1, 2016 End Date: July 31, 2017

Annual Cost: \$ 208,250

Approved by: _____

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

OUSD hopes to make the Options/Enrollment process easier for families. School Finder was purchased by Educate 78 in 2015 and subsequently gifted to OUSD. In addition to taking over maintenance costs during 2016-17, OUSD is designing enhancements to the School Finder tool to better represent our school programs. The original contract for School Finder was between Educate 78 and SchoolMint. OUSD was engaged after purchase to design the aforementioned enhancements.

School Apply is designed by OUSD to provide families with an online enrollment application which is common across all OUSD schools. It is important to note that this online application only includes OUSD district-run schools.

Summarize the services this Vendor will be providing.

The vendor will provide Software as a Service product to OUSD to provide our families with a to learn about OUSD school online via the School Finder Tool. The vendor will also provide a custom built on-line enrollment application tool. Both products will be available on the web, mobile phone and tablets.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Educate 78 paid for the initial purchase for School Finder. This lowered the price of the overall ownership to keep it competitive with other similarly featured products.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

School Finder was selected and the initial purchase of the product including the implementation costs were paid by Educate 78. SchoolMint is a complete solution that offers an on-line enrollment application that works with the Online school finder. OUSD selected to purchase the additional features of SchoolMint as well as make enhancements to school finder to better serve OUSD families.

This Software as a Service Agreement ("Agreement") is entered into by SchoolMint, Inc. with a primary place of business at 171 2nd St. Suite 400 San Francisco, Ca 94105 ("SchoolMint") and Oakland Unified School District located at 1000 Broadway, Suite 300, Oakland, CA 94607 ("Licensee") as of 8/1/2016 ("Effective Date"). The parties hereby agree as follows:

1. DEFINITIONS

- a. "Additional Licenses" means licenses that may be procured during the Term in addition to the initial licenses as set forth in an Order Form.
- b. "Enterprise Support". If set forth in an Order Form, Enterprise Support includes Standard Support plus telephone support and a dedicated support liaison.
- c. "Licensee Content" means any original content submitted by Licensee through use of the Services, or content that has been collected from other sources and provided by Licensee. "Licensee Content" may include but is not limited to electronic data or information in any format including text, images, video, audio, or other media file.
- d. "Malicious Code" means any computer code, file or program that is designed or intended to scrape the website, disrupt, damage, limit, do harm to or otherwise interfere with the computer system of another or compromise the Services. Malicious Code may include but is not limited to: viruses, Trojan horses or worms.
- e. "Named User(s)" means an employee, contractor or agent of Licensee as well as School Administrators authorized to use the Services on behalf of Licensee by submitting a username and password.
- f. "Order Form" means a document referencing this Agreement in which the business terms of an arrangement are sufficiently detailed such that SchoolMint can fulfill the order.
- g. "Services" shall mean the software as a service, including any underlying technology offered by SchoolMint to Licensee as a hosted solution in accordance with this Agreement. "Services" includes any modifications or corrections provided as part of Standard Support or Enterprise Support, Additional Licenses and Additional Features (as applicable).
- h. "School Finder Tool" mean internet-based accounts and system created by SchoolMint to manage admissions and parent-school communication.
- i. "Standard Support" means the standard maintenance and technical support provided by SchoolMint in connection with the Services, which is expressly limited to online chat and email support.
- j. "Term" means the subscription term as set forth in an Order Form.

2. USE OF SERVICES

- a. License. SchoolMint hereby grants to Oakland Unified School District, non-exclusive, worldwide, and non-transferable license to access and use the Services on a subscription basis during the Term, for accepting applications, in accordance with any limitations herein and as set forth in an Order Form.
- b. License Restrictions. Licensee shall not, nor shall it permit others to: (i) reverse engineer, decompile or otherwise seek to obtain the source code to the Services; (ii) copy or modify the Services, or create derivative works; (iii) use the Services other than for Edicate78; (iv) rent, sell, provide access to, distribute, license or sublicense the Services to a third party as a service bureau; or (v) violate the terms of any third party agreement in using or submitting Licensee Content.
- c. Usage Limitations. Services are subject to the usage limits set forth in an Order Form. Licensee is responsible for any and all actions taken using Licensee's accounts and passwords, and for Named Users' compliance with this Agreement. School Finder Tool is configured by Licensee and may be changed at any time during the Term, up to the specified limits. Licensee grants SchoolMint the right to access designated School Finder Tool on its behalf and, where required, it shall provide SchoolMint the appropriate credentials to do so. If a provider of the School Finder Tool Account terminates Licensee's account or makes SchoolMint's access to such Student School Finder Tool inoperable, SchoolMint reserves the right to cease providing access to that Enrollment Account and Licensee may re-configure the Services accordingly.
- d. Licensee Conduct. In using the Services, Licensee agrees to the following: (i) Licensee shall not incorporate into or otherwise transmit through the Services any Licensee Content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Licensee's affiliation with a person or entity; (D) contains Malicious Code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Licensee has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in SchoolMint's sole opinion. (ii) Licensee shall ensure that Licensee's use of the Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere. (iii) Licensee shall not hack nor shall it permit others to hack the Services.

3. LICENSEE CONTENT

- a. Licensee Content. Licensee is solely responsible for the quality, accuracy and legality of all Licensee Content, and the means by which Licensee Content was acquired. Licensee represents and warrants that it has sufficient rights in the Licensee Content to authorize SchoolMint to process, distribute and display the Licensee Content as contemplated by this Agreement, and that the Licensee Content does not infringe the rights of any third-party.
- b. Rights to Licensee Content. Licensee or any third party site from which Licensee has obtained the Licensee Content shall retain all right, title and interest including any and all intellectual property rights, in and to Licensee Content. To the extent applicable, Licensee hereby grants to SchoolMint a non-exclusive, worldwide, royalty-free right to host, use, copy, store, transmit, and display the Licensee Content during the Term, solely to the extent necessary to provide the Services.

c. Retention of Licensee Content. Licensee Content that is collected from public sources may be stored indefinitely. Licensee Content that is created by Licensee or the users of the Student School Finder Tool shall be retained by SchoolMint through expiration of the Term only and if needed will be transferred to Licensee in form of CSV exports.

d. Indemnification by Licensee. Licensee shall indemnify, defend and hold SchoolMint harmless from and against any and all third party claims against SchoolMint arising from Licensee Content; provided that Licensee shall have received from SchoolMint: (i) prompt written notice of the claim; (ii) the exclusive right to control and direct the defense or settlement of such claim; and (iii) all reasonable cooperation at Licensee's expense.

4. **SUPPORT.** As specified in an Order Form, SchoolMint will provide Enterprise Support at no additional charge.

5. OWNERSHIP

a. SchoolMint IP. SchoolMint and its suppliers retain all right, title and interest including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights in and to the Services and Additional Features (defined below), including the underlying technology, tools, algorithms, improvements, modifications, including all modifications and derivative works thereof (together "SchoolMint IP").

b. Feedback. Licensee may provide input, suggestions, recommendations, comments and other feedback about the Services ("Feedback"). Licensee grants SchoolMint a perpetual, worldwide, irrevocable, royalty-free license to use, copy, distribute, modify and create derivative works of the Feedback without restriction.

c. Additional Features. In certain circumstances, SchoolMint may work with Licensee to develop new features, add-ons, tools, inventions and/or other intellectual property to improve or enhance the Services, or to create new SchoolMint products or services ("Additional Features"). The creation or improvement of any Additional Features shall not be considered a work made for hire and SchoolMint shall own without limitation all rights, title and interest thereto. As applicable, SchoolMint grants to Licensee a non-exclusive, worldwide, royalty-free, license to access and use any Additional Features during the Term, for the purposes contemplated hereunder.

6. FEES & PAYMENT

a. Fees and Payment. All fees are as set forth in an applicable Order Form and shall be invoiced and paid by Licensee net 30 from date of invoice. Subscription fees are payable annually, in advance, and SchoolMint may invoice as of the Effective Date of an Order Form. Licensee is responsible for paying any sales, use, GST, value-added withholding, or similar taxes imposed by a government entity with respect to the Services. All fees are non-cancellable and non-refundable. SchoolMint has full right to increase the fees on a year-to-year basis. The increment in fees per year will not exceed 20% of the original yearly subscription fees.

b. Suspension of Service. In the event that payment is more than 30 days past due, SchoolMint reserves the right to suspend and/or terminate the Services and the Agreement, including any Order Form. SchoolMint will notify Licensee of such delinquency at least 7 days prior to suspending or terminating service. This shall be in addition to any other remedy available to SchoolMint at law or in equity.

7. TERM AND TERMINATION

a. Term. This Agreement shall remain in effect from the Effective Date through expiration of the Term set forth in an Order Form, subject to termination in accordance with this Agreement.

b. Termination for Cause. Either party may terminate this Agreement, including an applicable Order Form, immediately upon notice if the other party: (i) fails to cure a material breach of this Agreement within 30 days of receiving written notice of such breach if such breach is capable of a cure, or immediately upon notice in the event of a material breach which is not by its nature capable of cure; (ii) ceases operation without a successor; or (iii) becomes the subject of any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding. In the event of a breach of Section 2.4 (Licensee Conduct), SchoolMint may immediately terminate the Agreement, including any Order Form (iv) Licensee has the right to terminate contract at any time, and shall not be charged any additional fees or penalty for early termination/cancellation.

c. Effect of Termination. Upon expiration or termination of this Agreement for any reason (i) Licensee shall immediately cease all use of and access to the Services, including any SchoolMint IP; (ii) each party shall return any and all Confidential Information of the other in its possession, or, upon request, destroy such Confidential Information and certify destruction thereof; and (iii) Licensee shall immediately pay to SchoolMint all fees due through the date of termination.

d. Survival. The following Sections shall survive expiration or termination of this Agreement: 2(b) (License Restrictions), 3(c) (Indemnification by Licensee), 5 (Ownership), 6 (Fees and Payment), 7 (Term and Termination), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidential Information), and 13 (General Terms).

8. **NO WARRANTY.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SCHOOLMINT SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SCHOOLMINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SCHOOLMINT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR RESULTS OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

A. SCHOOLMINT SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOST PROFITS OR REVENUES, LOST DATA, OR FAILURE OF SECURITY MECHANISMS, WHETHER IN CONTRACT OR TORT AND REGARDLESS OF THE FORM OF ACTION, EVEN IF SCHOOLMINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SCHOOLMINT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOLMINT, OR FOR DAMAGE RESULTING FROM MALICIOUS CODE THAT HAS BEEN INTRODUCED INTO THE SERVICES BY A THIRD PARTY THROUGH NO FAULT OF SCHOOLMINT.

B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOLMINT'S ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO SCHOOLMINT DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT.

C. The above limitations shall survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose.

10. INDEMNIFICATION. SchoolMint shall indemnify, defend and hold Licensee harmless from and against any claim brought by a third party claiming infringement of any U.S. intellectual property right based upon Licensee's authorized use of the Services; provided that: (a) Licensee provides SchoolMint with prompt written notice of the claim; (b) SchoolMint retains the sole and exclusive right to direct the defense or settlement of such claim; and (c) Licensee provides reasonable cooperation at SchoolMint's expense. If Licensee's use of the Services is found to infringe, or if in SchoolMint's opinion it may be found to infringe, SchoolMint may, in its sole discretion, terminate the Agreement and refund to Licensee any pre-paid fees for the portion of the Term not rendered. The foregoing obligation shall not apply if: (i) the Services are modified by any party other than SchoolMint or (ii) the alleged infringement is due to unauthorized use of the Services. THIS SECTION SETS FORTH SCHOOLMINT'S SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

11. CONFIDENTIAL INFORMATION. "Confidential Information" means all confidential or proprietary information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. The SchoolMint IP, passwords, pricing and the terms of this Agreement, including any Order Form, shall be deemed Confidential Information of SchoolMint. Each party shall protect the other's Confidential Information with the same degree of care as it uses to protect its own such information, and Confidential Information shall only be used for the purposes contemplated herein. The Receiving Party's nondisclosure obligations shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without access to such information; or (e) disclosure is required pursuant to a regulation, law or court order (with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which monetary damages would be insufficient and therefore upon any such disclosure the Disclosing Party shall be entitled to equitable relief in addition to any other remedies it might have at law.

12. U.S. GOVERNMENT. The Services are considered to be commercial in nature, as defined in FAR Section 12.211 (Technical Data) and FAR Section 12.212 (Software). The rights afforded to any U.S. Government end users include only those rights as are made available to the public. Any use of the Services by the U.S. Government shall be solely in accordance with this Agreement.

13. GENERAL TERMS

a. Assignment. Neither party may assign this Agreement in whole or in part without the other party's prior written consent; however SchoolMint may assign this Agreement to a successor-in-interest of all or substantially all of its stock, assets, or voting securities, provided that such successor agrees to be bound by the terms of this Agreement. Any attempted assignment in violation of this provision will be void.

b. Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be construed to the maximum extent possible and the Agreement shall otherwise remain in effect.

c. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any claim arising from this Agreement shall be brought in the state and federal courts having jurisdiction in San Mateo County, California.

d. Notice. Any notices hereunder shall be in writing and sent to the parties at the addresses identified in the first paragraph of this Agreement unless otherwise designated in writing and shall be deemed effective: (i) if given by hand, immediately upon receipt or (ii) if given by overnight courier service, the first business day following dispatch.

e. Waivers. Failure by either party to enforce a provision of this Agreement shall not be deemed a waiver of any other provision. A waiver will not be effective unless in writing signed by the waiving party.

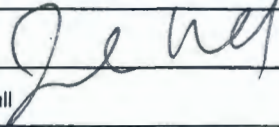

f. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter hereof, including the terms of any unsigned click-wrap license that may be required prior to Licensee's use of the Services. No terms contained in a purchase order shall have any force and effect, even if signed and returned by SchoolMint. Any modification of this Agreement shall be in writing and signed by each party.

g. Security. SchoolMint is FERPA and COPPA compliant. We don't sell or distribute any student or parent information. All the communication from web and mobile client to the server happens over a secure channel https channel. Also all our servers are in private cloud and a secure database avoiding any direct access from outside. We encrypt any critical student information and we also implement a secure Role based access control with solid authentication/authorization to avoid any data and information leaks.

h. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation hereunder (except for the payment of money) if the delay or failure is due to unforeseen events which occur and which are beyond the reasonable control of such party, including but not limited to natural disasters, Internet service provider failures or delays, strikes, war, acts of terrorism, riot, labor conditions, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

i. Authorized Signatory. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of his or her respective company.

The parties hereby agree as of the Effective Date:

Oakland Unified School District	SchoolMint, Inc.
Signature: 	Signature: 
Name: John Krull	Name: Jinal Jha
Title: Chief Technology Officer	Title: CEO
Date: 8/15/16	Date: 08/09/2016


OAKLAND UNIFIED SCHOOL DISTRICT

Office of General Counsel

APPROVAL OF FORM & SUBSTANCE

By: 

Attorney at Law

at  4/2/17

**Addendum 1
to the
Software as a Service Agreement**



This Addendum 1 ("Addendum") is entered into by **SchoolMint, Inc.** ("SchoolMint") and Oakland Unified School District to the terms of the agreement between the parties dated 8/11/2011 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Addendum. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

- 1. Term.** This Addendum shall remain in effect for a period of 24 MONTHS ("Addendum Term"), unless earlier terminated in accordance with the Agreement.

This license will automatically renew at the conclusion of original license term unless Customer provides SchoolMint with advance notice (7 days) prior to license original expiration date.

- 2. Product:** Common App (Please refer to Addendum 2)

Our pricing for "common app" is based on the following assumptions

Number of OUSD Schools: 85
Total number of students: 36,000

SchoolMint will provide the following modules / services as a part of the implementation

- Implementation of SchoolMint common app for all OUSD schools
- Customized themes and messaging
- 10 custom reports
- Data Imports and data scripts
- Training for all admins at student assignment center and for everyone in the OUSD team
- Aeries Integration component with custom built service
- Integration with OUSD School Chooser

Support:

- Email Support (24/7) and Phone support (8am-7pm)
- Training for School Administrators and Office Managers
- SLA with 99.99% uptime guarantee
- Live backups taken every 5 mins and that can go as far as 3 years
- Secure SSL, FERPA and COPPA compliance
- Full hosting

One time implementation fee (one time only): **\$55,000**
Yearly subscription Fees (year 1 onwards): **\$106,250**

Optional features and services:

- Language Support: \$500 per new standard language (one time fee). \$2500 per new non-standard languages (e.g Khmer)
- Custom Mobile App Support : \$25,000 per year (the existing schoolmint app is available at no additional cost)
- Paper Design: \$900 (~15-20 hrs of design work)
- Additional charter school: \$1250 per campus
- CET Integration with custom built service (\$15,000)

- 3. Implementation and Support:**

Item	Description
Phone Support	9 AM PST – 5 PM PST
Email Support	24/7 (< 24 response time for critical issues)
SLA	SchoolMint guarantees 99.99% uptime and scheduled maintenance scheduled only during the off-peak hours.
Dedicated Acct Manager	Your account manager will be your main point of contact for initial implementation, training and on-going support
Forms	Your implementation fee includes building up to 15 custom forms based on editable

	PDFs or Word forms. Your administrators have the ability to build any number of additional forms on their own.
Languages	SchoolMint supports English and Spanish by default. Addition of any additional languages will be charged at the rate of \$500/language.
Custom Exports	SchoolMint can build custom exports based on your specifications. Throughout the year, you can request quotes. Total cost is based on your requirements.
Training	To support the rollout of the School Finder Tool, our team will provide support in the creation of informational videos, how-to guides, and other resources for online and offline consumption that can better assist families and administrators in using the tool and learning about the changes that are happening. We will also provide combined webinar / in-person training for school administrators and other CECO administrators to get acquainted with the system during the rollout. Any additional trainings in the first year, or subsequent years is charged at our hourly consulting rate
Hourly Consulting Rate	\$100 / hr.

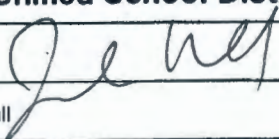
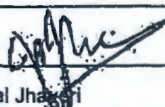
4. License Limitations and Fees

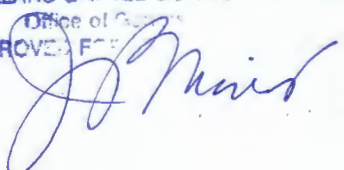
a. **Cost**

Item	No. of schools	No. of students	Year 1	Fees Due date
Common App-One time implementation fee	85 schools	36,000 students	\$55,000	Aug 3, 2016
Annual Subscription fee (Year 1 onwards)			\$106,250	Dec. 1, 2016

b. **General.** All fees are non-cancellable and non-refundable and shall be paid in accordance with the Agreement.

5. **Integration.** Except, as expressly set forth herein, the terms of the Agreement shall remain in full effect. In the event of a conflict between this Addendum 1, the terms of this Addendum 1 and 2 shall control.

Oakland Unified School District	SchoolMint, Inc.
Signature: 	Signature: 
Name: John Krull	Name: Jinal Jhagari
Title: Chief Technology Officer	Title: CEO
Date:	Date: 08/09/2016

OAKLAND UNIFIED SCHOOL DISTRICT
Office of Operations
APPROVED FOR:
By: 

Addendum 2 to the Software as a Service Agreement

Common Application and Enrollment Management Tool

1. Business Description

a: Company Name: SchoolMint Inc.

b: Address: 171 2nd Street 4th floor, San Francisco, CA 94015

c: Website: www.schoolmint.com

d: Company Description and History:

SchoolMint helps schools and families manage admissions and communication, simply and securely. The SchoolMint recruitment, application and enrollment platform, available on web, iOS (phone and tablet) and Android (phone and tablet) is trusted by thousands of schools in 75 cities and 3 countries and is used by hundreds of thousands of families—making the process of application and enrollment streamlined, simple, and accessible. It is also used by cities like Camden, Cleveland, NYC and St. Louis to manage a common application and enrollment process for their public district and charter schools.

SchoolMint is venture funded by Imagine K12, NewSchools Venture Fund, Runa Capital, Kapor Capital, Crosslink Capital, Romulus Capital, Fresco Capital, Ed Mentor, Inspire Investment Group, Innovate Foundation, and several prominent angel investors.

Our History

In 2011, Forum and Jinal (founders of SchoolMint) set out to enroll their daughter to a school in Oakland. It was a frustrating process that involved filling out multiple applications for each school, tons of paper forms for enrollment, the occasional need for whiteout, and lots of standing in line, being on the phone, and waiting. Communicating with schools was an even bigger hassle. As co-founders of Log(n) (www.logn.co), a design and engineering firm that specializes in education technology, they had built several custom systems for schools throughout the country, but it was not until this moment that they realized all schools and families could benefit from a streamlined and modernized admissions and communications tool. Shortly afterwards, SchoolMint was founded.

e: SchoolMint Product Modules and Services

SchoolMint School Finder

A tool available on web and mobile phones and tablets (native, customizable applications) that helps families locate and learn about great public, private, and charter schools in their community. Searches can be filtered by school type, grades offered, ranking, and other valuable criteria. SchoolMint School Finder can be customized for districts/cities and can be extended with more functionality and filters unique to user demographics. Additionally, the user interface can be

modified, and the algorithm adjusted to provide custom search and matching based on the unique needs of a district/city.

Application and Enrollment System—Recruitment, Admissions, Enrollment and Year-Round Forms

An end to end student recruitment, application and enrollment solution for families and schools. With a single account, families can submit applications for multiple children to multiple schools, rank their preference, track application status, respond to offers, and fill out additional enrollment forms. Through a robust portal, schools can view all submitted applications, configure rules around admission priorities, import school assignments from external systems and assign schools to students, manage applicant data, view insights into applicant demographics, and much more. Schools can also use this system to collect other year-round forms from parents, as well as create events that parents can RSVP to attend.

Waitlist and Lottery Management System

Our lottery tool makes it easy for districts to design and configure multiple lotteries that can take into various lottery preferences, timelines, and applicant types. Lotteries are run through a SchoolMint algorithm customized for each city's common enrollment, school district or charter organization based on their preferences, and waitlists are dynamically updated and managed using these preferences. Our Lottery and Waitlist Management System also supports importing of lottery and assignment results from a third-party system.

Communications and Payments

Schools can keep families informed with text messages, phone calls, and email. Messages can be saved as templates for quick re-use, and all messages are stored in a communications log, so schools can easily see the status and results of their outreach efforts. Through our payments module, schools can easily accept payments from families during the enrollment process.

SIS and Other Third-Party Integrations

SchoolMint integrates with several Student Information Systems and other third-party systems providing a seamless way to transfer the data bi-directionally between the systems. We have direct / indirect integrations with companies like PowerSchool, eSchoolPlus, Chalkable, Alma, Skyward, Illuminate and Aeries.

SchoolMint Services—Custom Web and Mobile Design and Development

SchoolMint operates an in-house consulting firm, Log(n), that provides product design and engineering of custom experiences and products for schools and edtech companies seeking intuitive and demographic appropriate user interfaces for both web and mobile. Some examples include a guided search tool for New York City public high schools, a School Finder for New York City high school students, a School Finder for Camden, a School Finder for Oakland, a platform for building custom e-textbooks, learning games and applications for K-12, a blended learning platform for K-12 schools, and many others.

f: SchoolMint Market and Customers:

SchoolMint is an education technology product and services company. Our customizable application and enrollment management system is used by more than 1,800 public schools, independent schools, and charter schools throughout the United States and Latin America. This includes more than 22 charter schools in Oakland which are part of organizations like Aspire Public Schools, Education For Change, Lighthouse Academies, Envision Education, North Oakland Community Charter Schools, Oakland School for the Arts, East Bay Innovation Academy, KIPP Bay Area,

Castlemont, and others. Our services provided by our in-house consulting firm Log(n) are used by more than 200 clients across the US including various districts and educational organizations like Google, Pearson, Rocketship Education, Great Hearts Academies, The Philadelphia School Partnership, The Heckscher Foundation for Children (for NYC schools), Edmodo and many others who are committed to making a positive and lasting impact on education for millions of students.

g: SchoolMint Locations:

SchoolMint is headquartered in San Francisco, CA and have additional teams in New York and Costa Rica.

h: Number of Employees:

SchoolMint and its consulting division Log(n) have a combined total of 60 employees, 25 of whom are devoted to custom development projects such as this one with Oakland.

i: Contact Information:

Jinal Jhaveri
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323-839-4538
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Kate O'Mahoney Sikora
Head of Special Projects, SchoolMint
610-585-6645
kate@schoolmint.com

2. Functionality and Fulfillment of Needs for OUSD Common Application

Accessibility via web, Smartphone and Tablets

SchoolMint is a “responsive” web application (that works on Web, Android / iOS Mobile Phones and Tablets) and also has native applications that are optimized for mobile usage.

Intuitive, clean design.

Our design team relies heavily on standards and best practices in UX. We believe good design is simple and intuitive—especially for common enrollment solution where the system caters to a wide range of families with various levels of technical proficiency and access to technology. With our experience working with more than 2000 schools, we have adopted several UI patterns that are optimized to serve a wide range of users.

Easy-to-navigate flow with simple features.

Our process puts an emphasis on rapid prototyping and testing with real users, which means that we are constantly getting feedback on both the usability and the usefulness of features. We look to familiar flows where we can, and we test new ideas with users frequently. This results in features that cut to the point, and flows that make sense to users because they are designed in collaboration with users.

Our Process



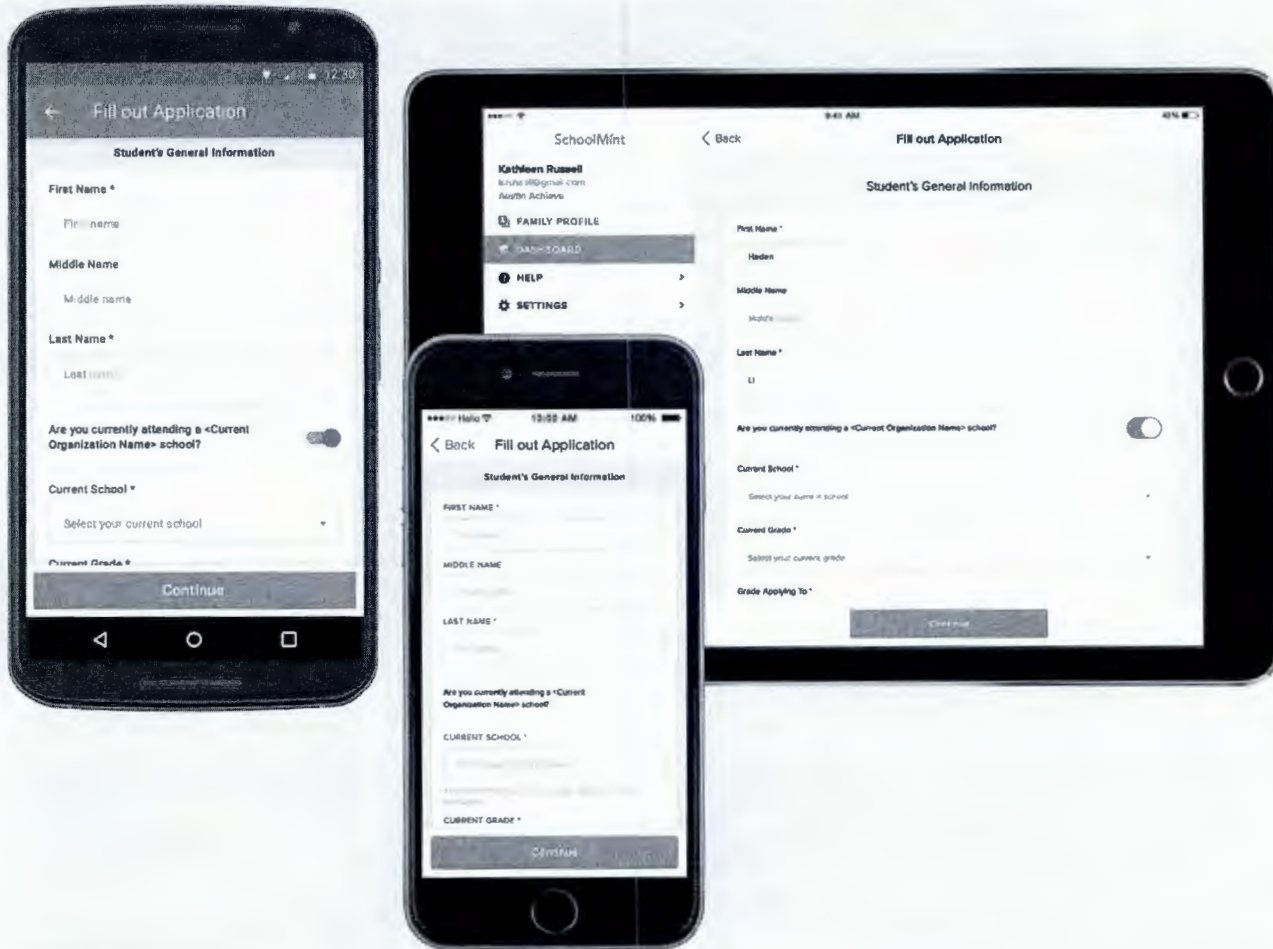
Consistency of design across all pages/sections in a design theme that fits targeted market segments.

Through user interviews and market analysis, we generate personas of key users at the start of the project, and these are used to develop different design themes that will resonate. Once we've picked a direction, we create a style guide that details all of the main elements within a product, and all pages and layouts utilize those elements. This ensures consistency in design, and also reinforces trust in the user.

Parent Functionality (Web and Mobile)

To serve a wide range of parent communities (**including low and high income families**), our system makes the parent flow extremely intuitive, mobile friendly and simple. The parent user-interface on web and mobile allows parents to have one single family account (to avoid confusion when they are applying for multiple students) and allows them to sign up using their email or phone numbers. This is extremely important as a lot of parents do not have broadband at home, though

most low-income families do have smart phones with SMS/text functionality enabled.



A few sample screenshots of what parents see inside SchoolMint for Mobile.

Languages: The SchoolMint platform supports many languages, including Spanish, Vietnamese, Chinese, and Arabic. Additional languages can be added upon request.



Online Enrollment System

Language: English -

- English
- Español
- العربية
- Tiếng Việt
- 中文

Parent Test -



Please select the school year you would like to apply to

2016-2017

Please click on your student's name

Child Test

March 3rd 2010

+ Add another student

Student Dashboard: The Student Dashboard gives parents a high-level overview of the applications they've submitted for all of the children in their family. This makes it easy to see what actions are needed and understand the full admissions picture.

Student Dashboard

Oakland Unified School Dist

Add New Student

Roberto Test Edit New Student Application

Current School	Current Grade	Next Grade
ADORN Woodland Elementary	Pre Kindergarten	Kindergarten
East Oakland PRIDE Elementary (Kindergarten) ★ Rank: 0 New Student School Year: 2016-2017 Updated: 05/11/2016 Submitted		Cancel
Fruitvale Elementary (Kindergarten) ★ Rank: 0 New Student School Year: 2016-2017 Updated: 05/11/2016 Submitted		Cancel
Cleveland Elementary (Kindergarten) ★ Rank: 0 New Student School Year: 2016-2017 Updated: 05/11/2016 Submitted		Cancel

Selecting Schools: Parents can view in real time the distance a school is from their home using the interactive map. They can easily sort schools based on such factors as school name or distance from

home, and choose schools based on their selection criterion. The number of schools a parent is allowed to select can also be limited to 6 schools per student.

Select up to 6 schools to apply to:
1 school(s) selected. Select up to 5 more.

Select	School	Grades	Distance	Location	Website
<input type="checkbox"/>	La Escalante Elementary	TK - 5	0.4 mi	See Map	Website
<input type="checkbox"/>	Franklin Elementary - This is your current school	TK - 5	0.5 mi	See Map	Website
<input checked="" type="checkbox"/>	Cleveland Elementary	K - 5	0.8 mi	See Map	Website
<input type="checkbox"/>	Lincoln Elementary	TK - 5	0.7 mi	See Map	Website

Integration with School Finder

The Oakland School Finder directly integrates with the SchoolMint Enrollment tool. Families can seamlessly transition from learning about school options to submitting their application to these schools. Parents can also favorite schools and RSVP to school or district events, which can be then be viewed in the Enrollment tool.

Have questions or need help? Call us at (510) 273-1600.

Student Dashboard CAUSD Enrollment

Roberto Test | Edit Application | View Application

Current School: East Oakland PRIDE Elementary | Current Grade: PK

Montclair Elementary School (9)

★ Rank: 1 | New Student | School Year: 2016-2017 | Updated: 04/22/2016

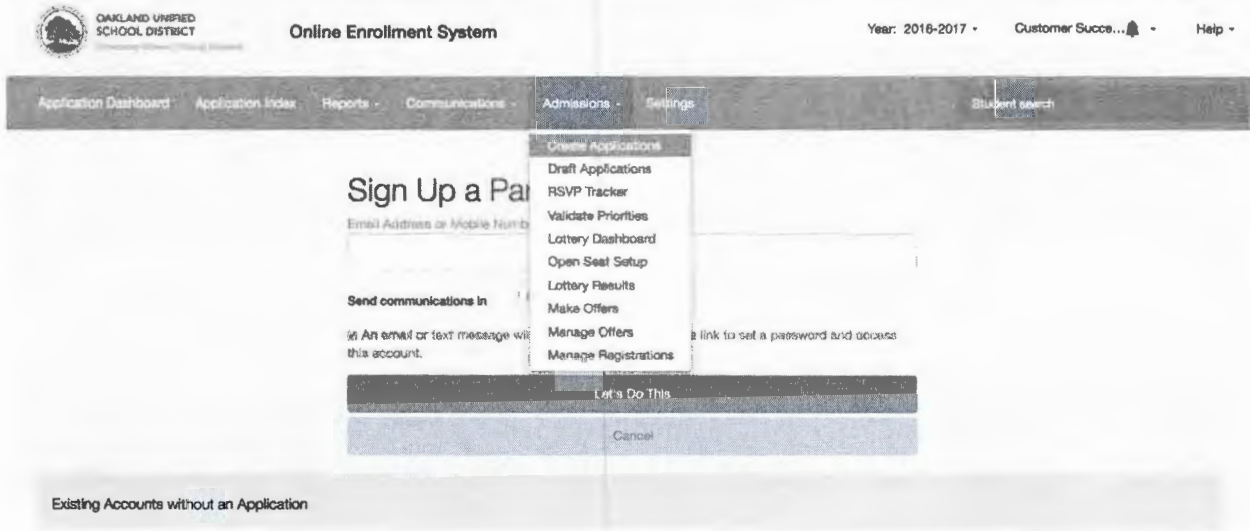
Priority: Sibling Attending, Neighborhood Preference

Admin Functionality

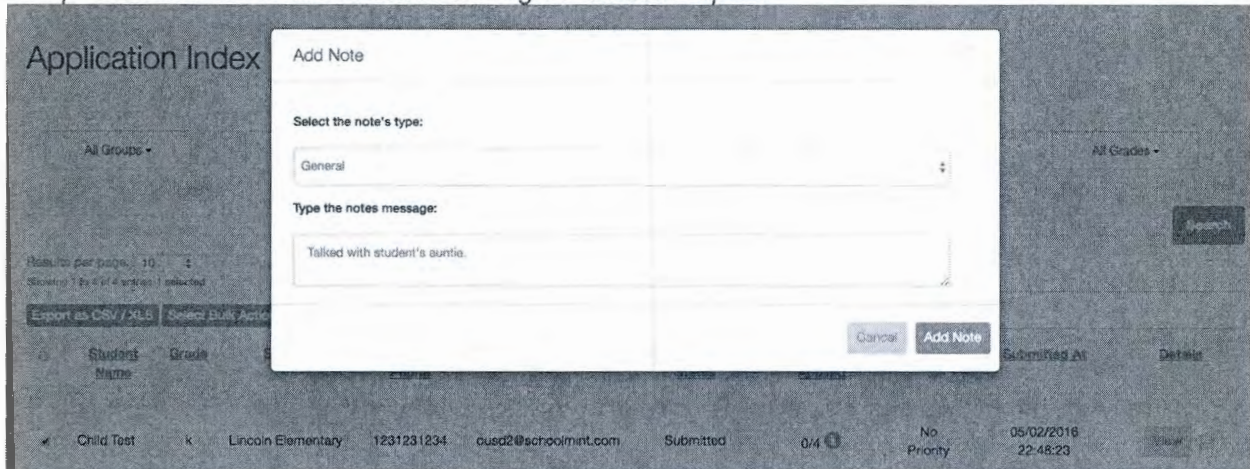
Our customizable admin portal emphasizes easy to use UI patterns that allow admins (both central admins and school specific admins) to make their day-to-day interactions with the system very efficient and intuitive.

Admins can easily enter all information and submit an application on behalf of parents. They can add notes to student accounts to record information such as a conversation with a parent or capture the reason a student declined a school assignment. Admins can also view, apply and validate priorities, such as sibling preference and neighborhood preference.

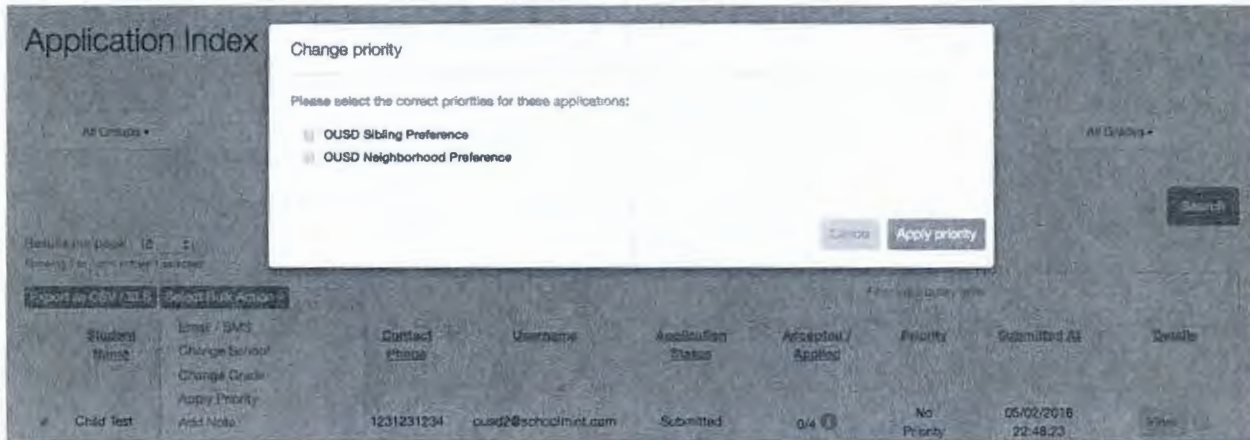
Applications: Admins can create family accounts and submit applications on behalf of parents.



Notes: Admins can add notes to student accounts. Admins can then quickly access a comprehensive list of these notes through a custom report.



Priorities: SchoolMint can automatically assign priorities to applications based on student address and if the student has a sibling enrolled at an OUSD school. Admins can then validate the priorities, and if appropriate, can manually add or remove priorities to ensure an equitable lottery process.



The admin interface can be customized based on the role of the admin. Our system is flexible in allowing creation of different types of roles with Role Based Access Control, including a super-administrator (full access to the system), district / CMO administrator, school administrator and even a volunteer.

Reports

Admins have access to a wide variety of reports to help them quickly analyze and understand their data, and take immediate next steps. Super-administrators can see data across all schools, while school specific admins can see data related specifically to their school. All reports can be exported to a .csv file for further exploration.

Total Number of Applications: See how students submitted an application, and how many school selections were made.

Application Dashboard

Use this dashboard to see application numbers per school and per grade.

Total Schools: 43

Overview Of All Applications Total Applications: 7458

[Export to CSV](#)

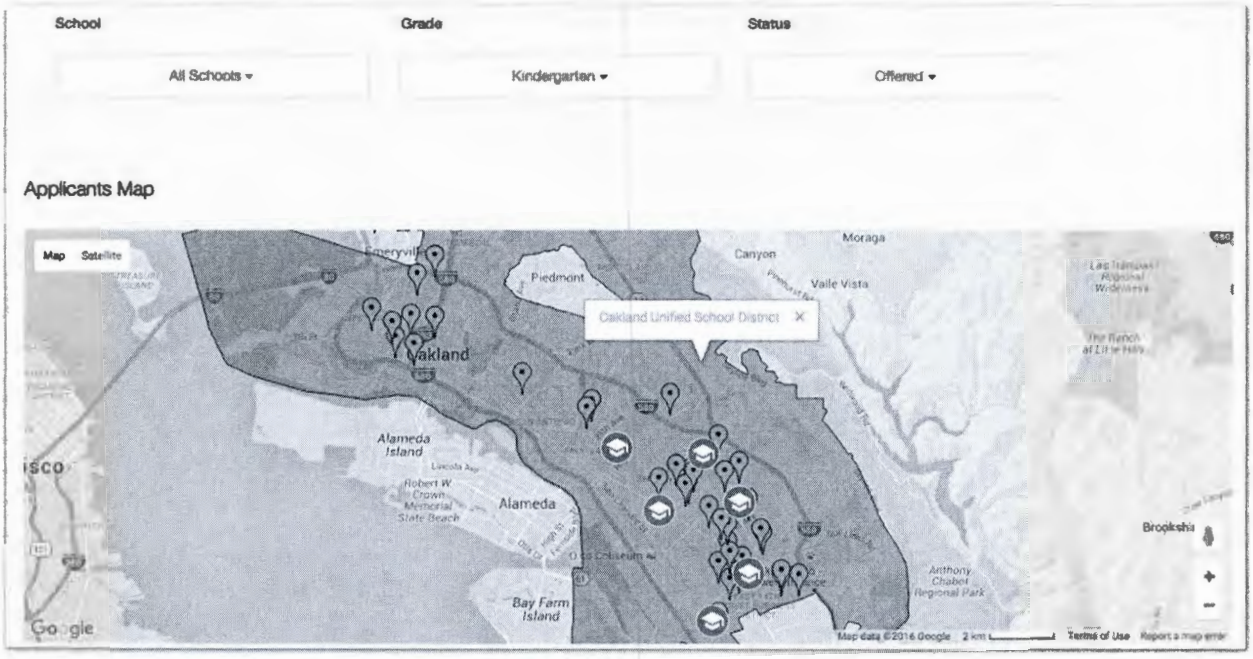
Filter your results by application status:
 None selected

View numbers for students who applied to only one school / grade

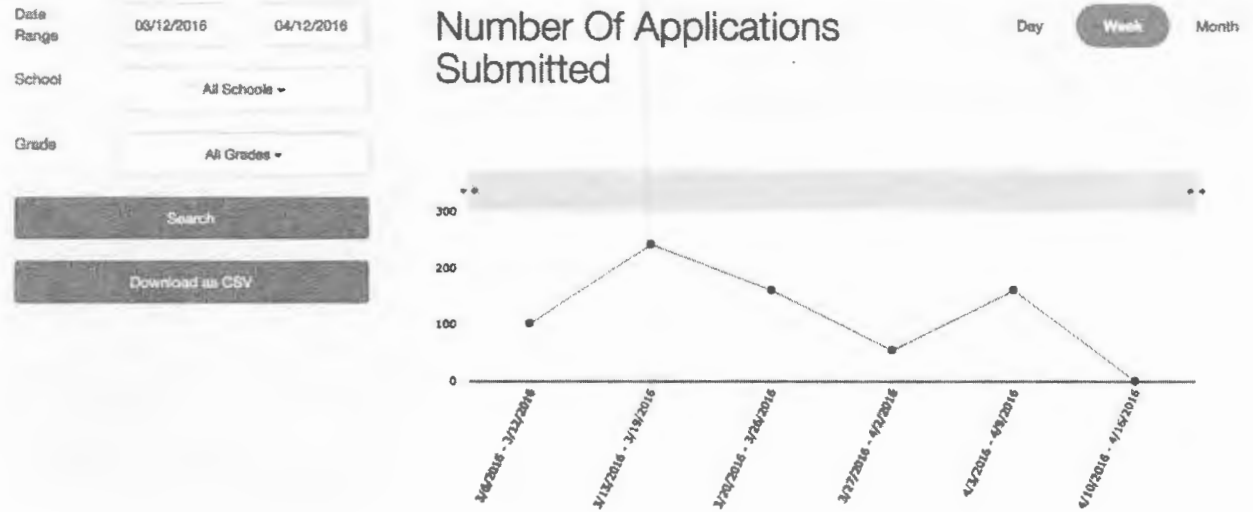
	6	7th	8th	9th	10th	11th	12th	HS	13th	14th	15th	16th	17th	Total
Unique Applicants	970	208	208	195	232	277	167	171	143	506	100	64	29	3288
Total Applications	2505	501	467	410	500	527	434	328	292	1151	168	109	45	7458

School Name	6	7th	8th	9th	10th	11th	12th	HS	13th	14th	15th	16th	17th	Total
Chabot Elementary	24	5	4	4	3	8	4	0	0	0	0	0	0	50
Oakland High School	0	0	0	0	0	0	0	0	0	325	64	48	16	453
Think College Now	207	44	17	23	52	44	0	0	0	0	0	0	0	387

Applicants Map: Identify geographic patterns for how schools are receiving applications.



Number of Applications Submitted: Schools and the district can use this report to see if certain events or campaigns influenced application submissions, and can proactively plan to have additional support at peak submission times.



Demand Report: Each school can see how parents ranked their school during the selection process, and the district can see which schools have the greatest demand.

Demand Report

Number of applications by school and by ranked preference

Export CSV

Ranking Applications Total Ranking Applications Total

SCHOOL NAME	Rank 1	Rank 2	Rank 3	Rank 4	Rank 5	Rank 6	Rank 7	Rank 8	Rank 9	Rank 10	Not Ranked / Completed	Total
▲ Cleveland Elementary	261	115	29	12	4	1	1	0	0	0	30	453
9	183	83	24	11	4	1	1	0	0	0	18	325
10	33	20	4	0	0	0	0	0	0	0	7	64
11	34	10	1	0	0	0	0	0	0	0	3	48
12	11	2	0	1	0	0	0	0	0	0	2	16
▼ Fremont High School	0	8	2	0	1	1	0	0	0	0	6	18
▼ Oakland High School	9	6	5	2	2	0	0	1	0	0	2	27

Applicants By Current School and Grade: Allows admins to view how many students in their school have submitted an application to another school within the district. It also ensures that students in transition grades are actively submitting applications for their next grade.

Applicants By Current School And Grade

Number of applicants by current school and current grade that have submitted an application for this school year.

Export CSV

Applications Applicants

Total

CURRENT SCHOOL	TK	1	PK	1	2	3	4	5	6	7	8	9	10	11	Total
Alhambra Elementary	0	25	136	0	0	0	0	1	0	0	0	0	0	0	162
Hillcrest Elementary	0	2	4	4	6	10	7	4	10	21	57	0	0	0	125
La Escuelita Elementary	0	11	10	13	13	17	20	5	14	1	0	0	0	0	104

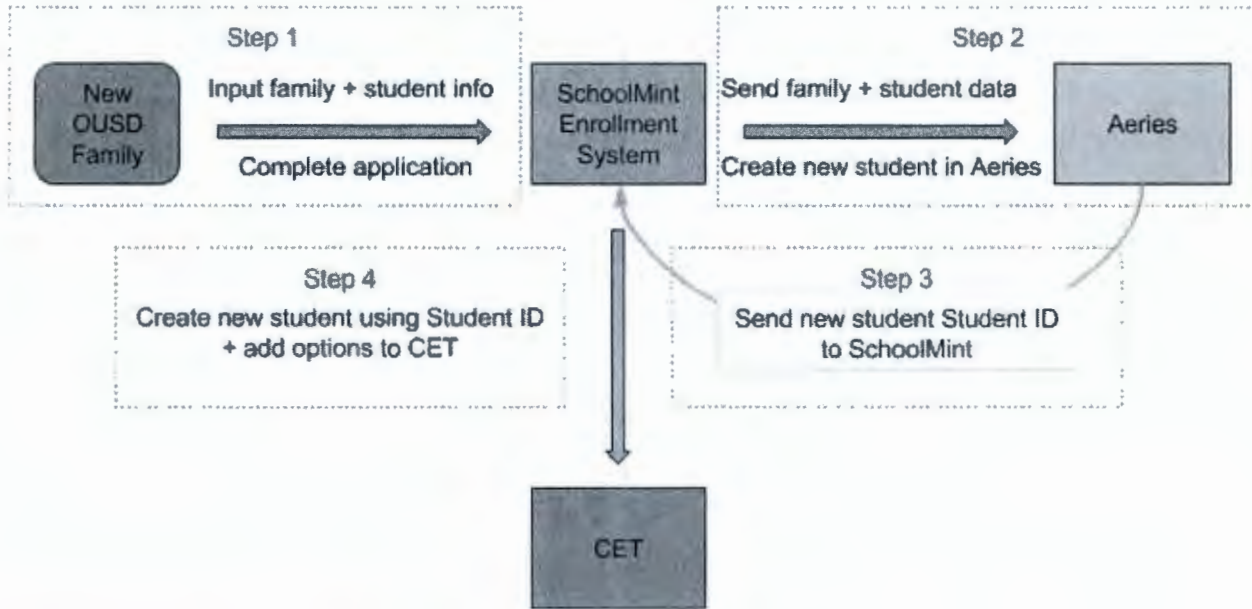
Integrating SchoolMint with OUSD systems to ensure OUSD has a single point of data entry.

SchoolMint is built as a platform with a flexibility to integrate with other third party systems. We have integrations that we can leverage to import information from OUSD systems like Aeries as well as other SISEs used by charter schools in Oakland. We have integrations built to write a part of the enrollment information back to these SISEs. We also have import functionality to import the Assignment results via API / File imports. These integrations will ensure that there is only one point of data entry avoiding redundant input of data in multiple locations. Considering OUSD's Aeries is installed on a hosted serve, SchoolMint will be developing a custom component that will be installed to facilitate two way datasync for OUSD.

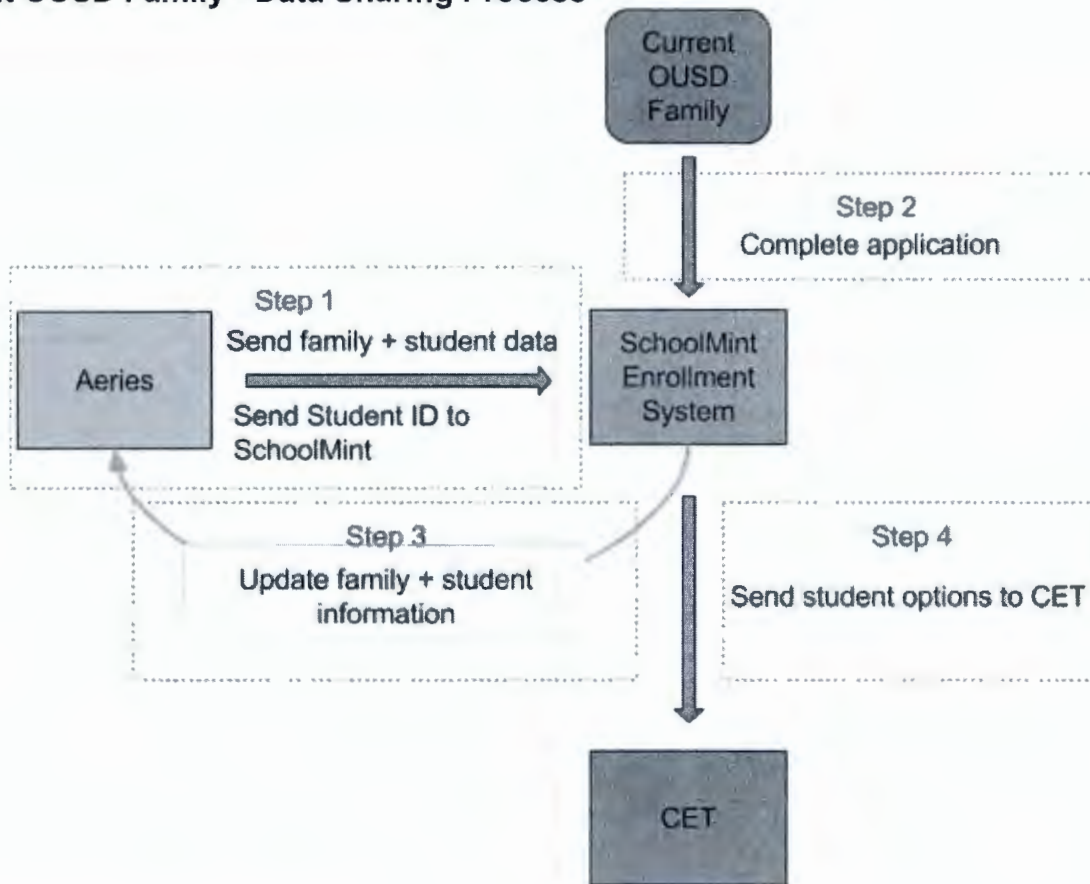
Our system offers REST-based APIs. All of admin facing, parent facing, integration features and reporting features are available via these APIs. Our user interfaces (for Web and Mobile) are also the consumers of these APIs. We also have APIs to export the applications, import assignments and waitlists.

The below diagrams highlight how data will be shared between Aeries, SchoolMint, and the Central Enrollment Tool (CET).

New OUSD Family - Data Sharing Process

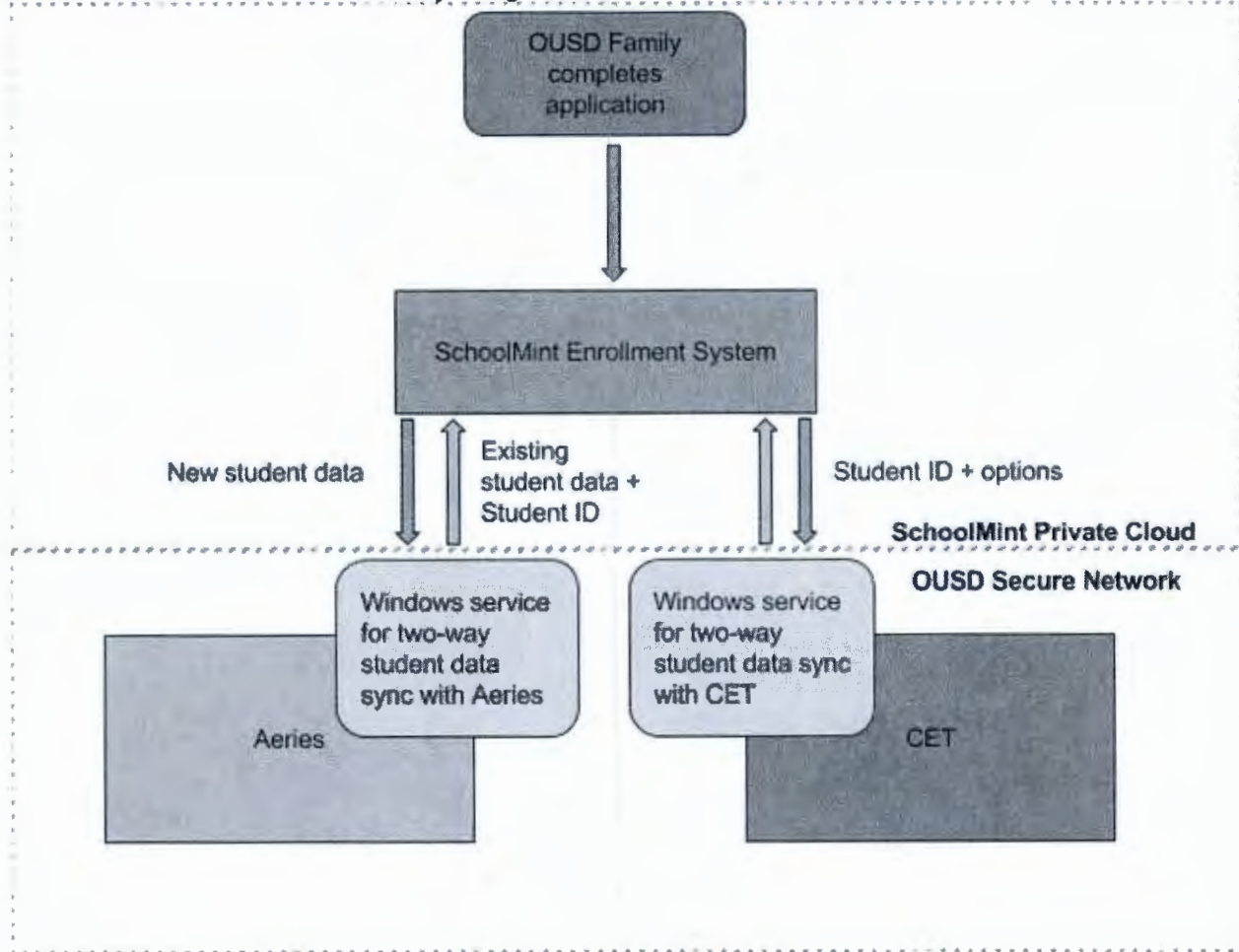


Current OUSD Family - Data Sharing Process



Data Sharing Process Details

SchoolMint has partnerships with various SIS providers, including Aeries, allowing us to work closely with their teams to make the two way integration seamless for our customers.



Platforms and applications SchoolMint has successfully integrated with

We have successfully integrated with platforms like PowerSchool (direct integration via API), eSchoolPlus (Direct Integration via API), Illuminate (integration via file exports), Infinite Campus (integration via data exports and ETL), School Master (integration via exports), Aeries (integration via custom two-way sync that sits on districts servers), Clever (integration via API) and Skyward (integration via ODBC). Some of the integrations are through direct APIs and others are through import / export depending on whether these SISes do provide APIs or not. SchoolMint is also a preferred partner for a number of these companies.

Engaging and supporting clients before, during, and after implementation

We place a strong emphasis on collaboration and communication. At the start of every project, we'll hold a project kickoff meeting with key stakeholders. At this meeting, we'll introduce team members, discuss goals, detail features, and establish a desired cadence for our work based on the timeline and team availabilities.

Our work is broken down into two-week-long sprints, wherein we complete a set of features and tasks established at a "sprint planning meeting." Several mini-releases to a test environment are done throughout the week so clients can test and review progress and provide feedback. At the end of each sprint, we have a full-team review and plan work for our next sprint. We do provide a test environment for our clients to review the progress and demo the work to a wider group of stakeholders.

We use Google Docs to keep documentation in a centralized place that is easily accessible and collaborative, and we schedule weekly or bi-weekly check-ins with clients to review.

As we get closer to launch, we provide support in the preparation of marketing and training materials and demonstrations to school administrators, parents, and others. We can lead these in-person or over conference calls, with recordings to distribute.

Pricing

Our pricing for "common app" is based on the following assumptions

Number of OUSD Schools: 85
Total number of students: 36,000

SchoolMint will provide the following modules / services as a part of the implementation

- Implementation of SchoolMint common app for all OUSD schools
- Customized themes and messaging
- 10 custom reports
- Data Imports and data scripts
- Training for all admins at student assignment center and for everyone in the OUSD team
- Aeries Integration with custom built service
- Integration with OUSD School Chooser

One time implementation fee (one time only): **\$55,000**

Yearly subscription Fees (year 1 onwards): **\$106,250**

Optional features and services:

- Language Support: \$500 per new standard language (one time fee). \$2500 per new non-standard languages (e.g Khmer)
- Custom Mobile App Support : \$25,000 per year (the existing schoolmint app is available at no additional cost)
- Paper Design: \$900 (~15-20 hrs of design work)
- Additional charter school: \$1250 per campus
- CET Integration with custom built service (\$15,000)

3. Relevant Client Work

We've worked with a number of clients in the education technology space, and have built common application and enrollment system very similar to the one requested. Here are some examples:

Camden City School District

Platforms: Web, Mobile

Location: Camden, NJ

Size: 47+ schools

Project Duration: 6 months

Contact: Citywide Common Enrollment Manager, **Abby McCartney** AMcCartney@camden.k12.nj.us

Client Team Members (number of people at client location): 3

Client Cost of Ownership: \$150,000+ per year

Description:

We worked with the Camden City School District to implement a city-wide school chooser and a common enrollment solution for all their public, charter, renaissance, and magnet schools.

Cleveland Metropolitan School District

Platforms: Web, Mobile

Location: Cleveland, OH

Size: 101+ schools

Project Duration: 6 months

Contact: Executive Director, School Choice and Enrollment Kevin Alin

(Kevin.Alin@clevelandmetroschools.org)

Client Team Members (number of people at client location): 3

Client Cost of Ownership: \$450,000+ per year

Description:

We worked with the Cleveland Metropolitan School district to implement citywide common enrollment solution for all their public schools.

Uncommon Schools (NY, Upstate, Boston, Camden)

Platforms: Web, Mobile

Location: New York, Troy and Rochester, NY

Size: > 30,000 student applications

Project Duration: 4 months (ongoing subscription / support for ~1 year)

Contact: Jesika Anthony, Director of Enrollment (janthony@uncommonschoools.org)

Client Team Members: 2

Client Cost of Ownership: \$80,000+

Description: Uncommon Schools is a network with locations throughout New York (state and city), as well as schools in New Jersey. They all use SchoolMint to manage all their common application, lottery and registration needs.

NYC Charter Center

Platforms: Web, Mobile

Location: New York, NY

Size: 200+ schools

Project Duration: 4 months (ongoing subscription support for ~1.5 years)

Contact: Christina Brown (CBrown@nyccharterschools.org)

Client Team Members: 2

Client Cost of Ownership: \$100,000+

Description: All charter schools within NYC that are part of the NYC Charter center.

How many total clients do you have?

At SchoolMint we work with more than 2,500 schools and more than 250 individual clients throughout the United States to bring their applications, lottery/waitlist, enrollment and communications processes online. Outside of education, Log(n) our consulting division has a client roster more than 200 strong, and as of June 2015 we are currently working with five clients across a variety of industries to build apps for web, iOS, Android, and wearable technology.

**Addendum 3
to the
Software as a Service Agreement**



SERVICE LEVEL AGREEMENT

1. **Telephone Support.** SchoolMint will provide telephone support for the Services from 8 a.m. to 7 p.m. EST. SchoolMint can be contacted at the following toll-free telephone number: 1-844-287-2466
2. **E-mail Support.** SchoolMint will also provide e-mail support 24 hours x 7 days to the following e-mail: support@schoolmint.com
3. **Service Availability.** Licensor will use commercially reasonable efforts to maintain the availability of the Licensor System to the Company and Users as follows:

Service Category	Availability/Response Time
Monthly Availability <i>The availability percentage does not include interruptions due to Scheduled Downtime or Force Majeure.</i>	99.9% monthly
Scheduled Downtime	12:00 am – 4:00 am Eastern Time daily, or as SchoolMint otherwise notifies, no less than twenty-four (24) hours in advance.
Unplanned Outages (other than for system emergency)	Maximum 16 hours over a reference period of 1 year, excluding any Force Majeure events.
Unplanned Outages for system emergency	Maximum 36 hours over a reference period of 1 year, excluding Force Majeure events. SchoolMint will promptly notify CMSD of any Unplanned Outage (whether or not for system emergency), including a description of the Unplanned Outage and the expected or estimated time until normal operations will resume.
Frequency of back-ups <i>Customer review of back-ups is subject to additional fees.</i>	One incremental back-up everyday and one full back-up once a week
Average time for remedy of incidents <i>Calculated as from opening until closing of a case.</i>	< 4 hours

4. **Error Correction and Response Times.** In the event that CMSD reports to SchoolMint any alleged bug, defect or error ("Problem") in the Services (the Severity Level to be mutually agreed upon), SchoolMint will respond to such reports as follows:
 - (a) **Severity 1** - Any reported Problem where the majority of the end users for a particular part of the Services are affected, the Problem has high visibility, there is no workaround, and it affects CMSD's ability to perform its business. SchoolMint will respond within one (1) hour of receipt of case and will provide resolution or workaround within four (4) hours.
 - (b) **Severity 2** - Any reported Problem where the majority of the end users for a particular part of the Services are affected, the Problem has high visibility, a workaround is available; however, performance may be degraded or functions limited and it is affecting revenue. SchoolMint will respond within one (1) hour of receipt of case and will provide resolution or workaround within 24 hours.

- (c) **Severity 3** - Any reported Problem where the majority of the end users for a particular part of the System are affected, the Problem has high visibility, a workaround is available, however, performance may be degraded or functions limited and it is NOT affecting revenue. SchoolMint will respond within four (4) hours of receipt of case and will provide resolution or workaround within three (3) business days.
- (d) **Severity 4** - A single end user is severely affected or completely inoperable or a small percentage of end users are moderately affected or partially inoperable. The Problem has limited business impact. Provider will respond within twenty-four (24) hours of receipt of case and will provide resolution or workaround within six (6) business days.

In all cases, if resolution requires a SchoolMint bug fix, SchoolMint will add the bug fix to its development queue for future updates.

5. Service Level Credits.

- (a) CMSD shall be entitled to receive Service Level Credits as set forth in the table below in the event that SchoolMint fails to meet any Service Level in any Service Level Category in the table during the month.
- (b) Failure to meet performance levels in System Availability category and/or Problem Response categories, arising out of or related to a single event or a related series of events shall be treated only as a failure in the Availability of System category for the purposes of payment of Service Credits pursuant to this Exhibit. In the event that unrelated events give rise to multiple failures, such failures will trigger applicable service levels in the affected measurement categories. In the event that SchoolMint fails to comply with Service Levels for three (3) consecutive months or for five (5) months in any twelve (12) month period, CMSD shall have the right to terminate this Agreement by providing written notice to SchoolMint.
- (c) Service Level Credits in the table below are expressed as a percentage of the corresponding Monthly Service Charge for the Service in question, during the month in which the Service Level Credit applies.

CATEGORY		SERVICE LEVEL CREDIT (Weight)*
System Availability	< 97.5.00% per month	5%
System Availability	>97.5% but <98.5% per month	3.5%
System Availability	>98.5% but <99.5% per month	2%
Problem Response	Severity 1 - < 88% per month	5%
Problem Response	Severity 1 - >88% but < 98% per month	3%
Problem Response	Severity 2 - < 88% per month	3%
Problem Response	Severity 3 - <88% per month	1.5%

*The Service Level Credits are non-cumulative.

- 6. Exclusions.** In addition to any Force Majeure events, SchoolMint shall have no liability for lack of availability due to: (a) outages caused by the failure of public network or communications components, (b) unauthorized use or misuse by CMSD users or anyone using any of the CMSD users' passwords provided that SchoolMint has taken commercially reasonable steps to protect the Enrollment System and Services from unauthorized access, intrusion, and disruption, (c) failures or Problems caused by the actions or inactions of CMSD, its agents and any of its authorized users; provided however, that SchoolMint provides reasonable notice to CMSD if SchoolMint becomes aware of such action or inaction and SchoolMint is unable to perform under such circumstances, (d) As a result of SchoolMint's compliance with CMSD's written directions to perform the Services in a manner inconsistent with SchoolMint's obligations under this Agreement, and (e) failures resulting from equipment, software, network components or other resources provided by CMSD.

**Addendum 4
to the
Software as a Service Agreement**



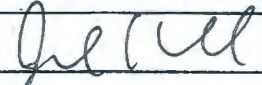

This Addendum 4 ("Addendum") is entered into by **SchoolMint, Inc.** ("SchoolMint") and Oakland Unified School District to the terms of the agreement between the parties dated 8/11/2016 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Addendum. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

1. **Term.** This Addendum shall remain in effect for a period of 12 MONTHS ("Addendum Term"), unless earlier terminated in accordance with the Agreement.
2. **Product:** SchoolMint School Finder Phase 2
3. **License Limitations and Fees**

Category	Details	Cost and Due date
Design, Layout, and Features	<ul style="list-style-type: none"> • Modify design of school profile pages to accommodate new and improved school data. This requires SM to rework some of the design elements on the existing profile pages to make space for this new information about school programs. • Modify results page design to show attendance boundary details. For neighborhood schools, we will add a link on the list result to say "What is a neighborhood school?" Clicking on it will take the user to a new page called "What is an Attendance Boundary?" which will explain to families the rules for OUSD boundaries and allow families to enter in their address and see the attendance boundary overlay on a map. • Design and build two search flows to better represent K-8 and 9-12 concerns. We're branching out the guided search questions so that parents can answer questions specific to the grade they are searching for. This is essentially two separate flows. • Update style / colors of website to adhere to new branding guidelines. Based on the conversations with OUSD marketing, etc., we will update the website style guide (button colors, fonts, etc.) • Create additional pages on Finder website to give parents more resources (FAQ, What is Boundary School?, etc.) • Update Compare feature to incorporate new data 	\$12,000
Data and Infrastructure	<ul style="list-style-type: none"> • Modify data template to accommodate new data and corresponding structure. This includes updating the data template and preparing it for ingestion into the SM system. 	\$3,000
General Project Management and Testing	<ul style="list-style-type: none"> • Project Management • User Acceptance + 1 Round of User Testing 	\$2,000
Total Cost		\$17,000 net 15 due upon receipt of invoice

a. **General.** All fees are non-cancellable and non-refundable and shall be paid in accordance with the Agreement.

4. **Integration.** Except, as expressly set forth herein, the terms of the Agreement shall remain in full effect. In the event of a conflict between this Addendum 4, the terms of this Addendum 4 shall control.

Oakland Unified School District	SchoolMint, Inc.
Signature: 	Signature: 
Name: John Krull	Name: Jinal Jhaveri
Title: Chief Technology Officer	Title: CEO
Date: 8/15/16	Date: 08/04/2016

**Addendum 5
to the
Software as a Service Agreement**



This Addendum 5 ("Addendum") is entered into by SchoolMint, Inc. ("SchoolMint") and Oakland Unified School District to the terms of the agreement between the parties dated 8/1/2016 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Addendum. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

- Term.** This Addendum shall remain in effect for a period of 24 MONTHS ("Addendum Term"), unless earlier terminated in accordance with the Agreement.

This license will automatically renew at the conclusion of original license term unless Customer provides SchoolMint with advance notice (7 days) prior to license original expiration date.

- Product:** SchoolMint School Finder - Maintenance
- Implementation and Support:**

Item	Description
Phone Support	9 AM PST – 5 PM PST
Email Support	24/7 (< 24 response time for critical issues)
SLA	SchoolMint guarantees 99.99% uptime and scheduled maintenance scheduled only during the off-peak hours.
Dedicated Acct Manager	Your account manager will be your main point of contact for initial implementation, training and on-going support
Forms	Your implementation fee includes building up to 15 custom forms based on editable PDFs or Word forms. Your administrators have the ability to build any number of additional forms on their own.
Languages	SchoolMint supports English and Spanish by default. Addition of any additional languages will be charged at the rate of \$500/language.
Custom Exports	SchoolMint can build custom exports based on your specifications. Throughout the year, you can request quotes. Total cost is based on your requirements.
Training	To support the rollout of the School Finder Tool, our team will provide support in the creation of informational videos, how-to guides, and other resources for online and offline consumption that can better assist families and administrators in using the tool and learning about the changes that are happening. We will also provide combined webinar / in-person training for school administrators and other CECO administrators to get acquainted with the system during the rollout." Any additional trainings in the first year, or subsequent years is charged at our hourly consulting rate
Hourly Consulting Rate	\$100 / hr.


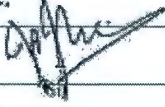
- License Limitations and Fees**

- Cost**

Item	Year 1
Website and Server Hosting, Technology Licensing, OnCall Support, Maintenance, Data Updates and Smaller Changes	\$30,000

b. **General.** All fees are non-cancellable and non-refundable and shall be paid in accordance with the Agreement.

5. **Integration.** Except, as expressly set forth herein, the terms of the Agreement shall remain in full effect. In the event of a conflict between this Addendum 1, the terms of this Addendum 1 shall control.

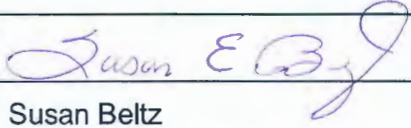
Oakland Unified School District	SchoolMint, Inc.
Signature: 	Signature: 
Name: Susan Beltz	Name: Jinal Jhaveri
Title: Chief Technology Officer	Title: CEO
Date: 4/18/17	Date: 4/18/17




OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Additional Signature Page [applicable to entire MSA and Addenda Nos. 1 - 5]

Oakland Unified	
Signature	
Name	Susan Beltz
Title	Chief Technology Officer
Date	4/18/17
Board Approval Signature	
Board Approver Name	
Board Approver Title	
Date	

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law