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Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Marcus Battle, Chief of Staff
 Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date November 14, 2018

Subject Agreement and Addendum A to Amplified IT, LLC and Oakland Unified School District Agreement

Action Requested Ratification by the Board of Education of the Agreement and Addendum A between Amplified IT, LLC and Oakland Unified School District beginning September 7, 2018 through September 7, 2019 in the amount of \$67,425.00.

Background
A one paragraph explanation of why the consultant's services are needed.

Oakland Unified School District uses G-Suite for Education as its primary vehicle to provide email and collaboration tools to staff and students at all district sites. While these tools provide our staff and students with excellent online tools, they have no built in security features that prevent confidential information from being emailed or shared outside the district. Nor does G-Suite provide detailed visibility into user activity.

In 2018-19, Technology Services moved to Syscloud, a cloud security service, which is build specifically for education to provide a secure online environment for students and staff while reducing the overall cost of this service by \$30,000. Syscloud provides the district with user activity analytics on internet usage as well as threat visibility and security controls in Gmail and Google drive, plus malware, ransomware and phishing attack protection.

Discussion

One paragraph summary of the scope of work.

This is a renewal of our 2017-18 subscription, File ID# 18-0273. The annual cost for Syscloud in 2018-19 is \$67,425. Technology Services has reviewed the major security services and chose Syscloud for its ease of use and configuration as well as being the most cost effective solution for the district.

Recommendation

Ratification of the Agreement and Addendum A between Oakland Unified School District and Amplified IT for the purchase of Syscloud for the period of September 7, 2018 to September 7, 2019 for \$67,425.

Fiscal Impact

\$67,425 from Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP),
Data Processing, License Agreements, Districtwide

Attachments

- Amplified IT Agreement
 - OUSD Addendum A to Amplified IT Agreement
 - Amplified IT Privacy Policy
 - Amplified IT Quote
 - Contract Justification Form
-



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

Legislative File ID No. 18-1868

Department: Technology Services Department

Vendor Name: Amplified, IT

Contract Term: Start Date: September 7, 2018 End Date: September 7, 2019

Annual Cost: \$ 67,425.00

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes ___ No X

Why was this Vendor selected?

Why was this Vendor selected? SysCloud is one of the leading vendors in the cloud security space and was specifically selected for their suite of tools that cater directly to K-12 education. Moving to SysCloud from our prior vendor dropped our annual expenditure for this service by \$30,000.

Summarize the services this Vendor will be providing.

Syscloud provides the district with user activity analytics on internet usage as well as threat visibility and security controls in Gmail and Google drive, plus malware, ransomware and phishing attack protection.

Was this contract competitively bid? Yes ___ No X

If No, answer the following:

1) How did you determine the price is competitive?

Comparison between service providers.

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 \$ 90,200 (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 \$ 90,200 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**



Oakland Unified School District

Prepared For

Colleen Calvano

Oakland Unified School District

Created By

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Introduction

The purpose of this document is to provide a contract between Amplified IT and Oakland Unified School District.

This document will set forth the scope, process and deliverables while summarizing the resources required to complete the engagement. It will also form the Agreement.

About Us



Amplified IT is an education-focused consultancy that brings a unique blend of instructional and technical skills to the K-12 market. Since 2008, this team of infrastructure and instructional consultants has assisted hundreds of education institutions worldwide to successfully adopt Google Apps and Chromebooks. Amplified IT is a Google authorized reseller and has close ties to the Google EDU team and various vendors in the Google for Education sector.

Amplified IT's status as one of the leading education-focused Google App consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. We recognize the challenge of preparing students for an increasingly complex and cognitively demanding world, so we leverage our experiences to provide consulting to teachers who are dedicated to creating innovative learning opportunities for their students. We do not focus on tools; we focus on learning.

Background

The client is Oakland Unified School District, based in California.

Terms and Conditions

Amplified IT, LLC Service Terms and Conditions

Effective Date: August 1, 2016

PLEASE READ THESE SERVICE TERMS CAREFULLY

These service terms and conditions (the “**Service Terms**”) govern the services and deliverables provided to customers by Amplified IT, LLC including, without limitation, the GFE Audit, GFE Support, GFE Kickstart and any other professional service engagement, including SysCloud Security and Compliance (“**Services**”). These Service Terms, together with the Order (defined below) and the Privacy Policy, constitute the entire agreement between the parties with respect to the Services (collectively, the “**Agreement**”).

By engaging Amplified IT to perform the Services, Oakland Unified School District signifies that it has read, understood, and agrees to be bound by these Service Terms and to the collection and use of information as set forth in the [SysCloud Privacy Policy](#) (“**Privacy Policy**”).

1. Scope of Services. Amplified IT agrees to perform the Services set forth on the sales quote provided to Oakland Unified School District (“**Order**”) based on the terms and conditions set forth herein. The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.

2. Service Fees; Payment. Oakland Unified School District will compensate Amplified IT in accordance with the terms set forth on the applicable Order. Oakland Unified School District shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by law. In addition to any other remedies available to Amplified IT, if payment of any fee is not made within fifteen (15) days of when due Amplified IT has the right to suspend Services until such time as all fees are paid in full.

3. Expenses. Oakland Unified School District will reimburse Amplified IT for reasonable business and travel expenses incurred in connection with the Services that are agreed by Oakland Unified School District.

4. Term and Termination. This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by Oakland Unified School District and shall terminate upon completion of the Services (“**Term**”) unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties. In the event of termination, Oakland Unified School District will pay Amplified IT for all Services and reimbursable expenses performed and approved as of the termination date.

5. Confidentiality.

(a) Definition. The term “**Confidential Information**” shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party’s (“**Discloser**”) business that is disclosed to the other party (“**Recipient**”) in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being “confidential,” or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

(b) Obligations. Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 5 of these Service Terms; (ii) protect

the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.

(c) Disclosure Required by Law. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser's sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

(d) Exclusions. The obligations described in Section 5(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

(e) Return of Confidential Information. Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.

(f) Ownership. Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of any Confidential Information does not grant the Recipient a license or ownership of any type.

(g) Remedies. The parties agree that the rights being protected by this Section 5 are of a special and unique character, which gives them a particular value, and that the breach of this Section 5 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 5.

(h) Expiration of Obligation. The obligations and restrictions contained in this Section 5 will remain in effect for a period of three (3) years following the termination of this Agreement.

6. Intellectual Property.

(a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the GAFE Audit, the GAFE Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Oakland Unified School District any ownership, rights, title or any other proprietary interest in the Amplified IP. Oakland Unified School District shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants Oakland Unified School District the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Oakland Unified School District shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of,

reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "Trademarks"). Oakland Unified School District is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

7. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL Amplified IT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY Oakland Unified School District UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Limited Warranty; Disclaimer of Warranties. Amplified IT warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances. In no event shall Amplified IT be liable for loss of data or records of Oakland Unified School District, it being understood that Oakland Unified School District shall be responsible for assuring proper and adequate back-up and storage procedures. THE PRECEDING IS Amplified IT'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.

9. Independent Contractor. Amplified IT will be performing the Services solely as an independent contractor. Amplified IT shall not be considered an affiliate or subsidiary of Oakland Unified School District and it is expressly understood by the parties that this undertaking is not a partnership or joint venture. Amplified IT shall have the right to determine the methods, details and means of performing the Services. As an independent contractor Amplified IT bears the sole responsibility for compensating its employees. Amplified IT and its employees shall not be considered employees of Oakland Unified School District and are not entitled to any employee benefits from Oakland Unified School District.

10. Non-Solicitation. Oakland Unified School District agrees that, if it hires any employee or contractor who has been utilized by Amplified IT in connection with performance of the Services, during the Term and for a period of one (1) year following the termination of this Agreement, then it will pay Amplified IT a fee equal to twenty percent (20%) of that person's annual base compensation immediately prior to the hiring or employment by Oakland Unified School District.

11. Governing Law; Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Norfolk County, in the Commonwealth of Virginia and agree that such court is not an inconvenient forum.

12. Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.

13. Notice. Any communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.

14. Entire Agreement; Modification. These Service Terms, together with the Order and the Privacy Policy, constitute the entire agreement between Amplified IT and Oakland Unified School District on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.

15. Severability. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

16. Legal Fees. If either party seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, the other party shall be entitled to recover any and all costs and expenses incurred by such party to enforce its rights, including, but not limited to all attorneys' fees, court costs, collection costs and expert fees.

17. No Waiver. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

18. Publicity. Amplified IT may use Oakland Unified School District's name in promotional materials regarding its Services. These permissions are free of charge for worldwide use in any medium. Amplified IT will obtain Oakland Unified School District's prior approval for publicity that contains claims, quotes, endorsements or attributions by Oakland Unified School District.

19. Business Forms Terms and Conditions. If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.

20. Survival. Rights and obligations under this Agreement which by their nature should survive, including, without limitation, Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Limitation of Liability), Section 10 (Non-solicitation), Section 11 (Governing Law; Venue), Section 16 (Legal Fees), Section 18 (Publicity) and this Section 20 will remain in effect after termination of this Agreement.

21. Headings. Headings used in these Service Terms are provided for convenience only and shall not be deemed a part of this Agreement.

Signatures

Oakland Unified School District Date

Angela DePrima

08 / 08 / 2018

Amplified IT Date



ADDENDUM A TO AMPLIFIED IT, LLC – OAKLAND UNIFIED SCHOOL DISTRICT AGREEMENT

Amplified IT, LLC (“Amplified” or “Contractor”) and the Oakland Unified School District (“OUSD”) (collectively, “Parties”) agree that the following terms and provisions shall serve as Addendum A and shall amend and modify the Amplified-OUSD Agreement (“Agreement”). This Addendum is entered into pursuant to Section 14 (Entire Agreement; Modification) of the Agreement between the Parties. Amplified and OUSD agree and confirm that the Agreement, together with the Order and the Privacy Policy, are hereby incorporated herein by reference. Amplified and OUSD agree that to the extent any recital or document set forth in the Agreement, Order and/or Privacy Policy conflicts with any term or provision of this Addendum A to the Agreement, the terms and provisions of this Addendum A to the Agreement shall govern. Accordingly, the Parties agree as follows:

1. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by the Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

2. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.
3. **Insurance:** OUSD, by and through its Chief Technology Officer, confirms that CONTRACTOR is not required to maintain any insurance under the Agreement. However, waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
4. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of the Agreement.
5. **Assignment:** The obligations of CONTRACTOR under the Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD’s governing body.
6. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
7. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
8. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of the Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of the Agreement.
9. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies, if the below is applicable, compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: “CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of

whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement.”

In the event that OUSD, in its sole discretion, at any time during the term of the Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

10. **No Rights in Third Parties:** The Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
11. **OUSD’s Evaluation of CONTRACTOR and CONTRACTOR’s Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR’s work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD’s evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR’s employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR’s employee(s), and/or subcontractor(s).
12. **Limitation of OUSD Liability:** OUSD’s financial obligations under the Agreement shall be limited to the payment of the compensation provided in the Agreement. Notwithstanding any other provision of the Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, the Agreement for the services performed in connection with the Agreement.
13. **Confidentiality:** CONTRACTOR and all CONTRACTOR’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR’s family, business or financial interest and the services provided under the Agreement, and in the event of change in either private interest or services under the Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD’s attention in writing.

Through its execution of the Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of the Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

15. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).
16. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
17. **Signature Authority:** Each party has the full power and authority to enter into and perform the Agreement, and the person signing the Agreement on behalf of each Party has been given the proper authority and empowered to enter into the Agreement.
18. **Agreement Contingent on OUSD Governing Body Approval:** OUSD shall not be bound by the terms of the Agreement until it has been formally approved by OUSD’s governing body, and no payment shall be owed or made to CONTRACTOR absent that formal approval. The Agreement shall be deemed approved when it has been signed by OUSD’s governing body and/or the Superintendent as its designee.
19. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Agreement a W-9 form.
20. **Contract Publicly Posted:** The Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Greg Corbett

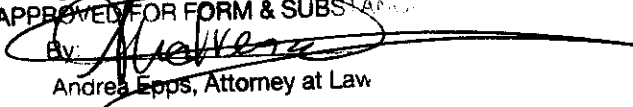
Contractor Signature

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Greg Corbett, Director of Customer Success

Print Name, Title

Secretary, Board of Education

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

PRIVACY POLICY

Updated: August 16, 2016

Previous Update: September 15, 2014 ([see previous update](#))

SysCloud Inc. (the “Company” or ‘we’) is a backup, migration and security solutions provider, which helps organizations to protect themselves from critical data loss due to file corruption, accidental user error, and malicious acts.

Your privacy is very important to us. We have developed this Privacy Policy for demonstrating our commitment towards secure handling of information collected when you use our services or visit our website.

SysCloud complies with the U.S. – E.U. Safe Harbor framework and the U.S. – Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. SysCloud has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, please visit <http://www.export.gov/safeharbor/>.

We have tried to keep the Privacy Policy as simple as possible. If you are not familiar with terms like API, cookies, Personal Information, anonymous information – please refer to the Definition section of this Privacy Policy.

SCOPE

This Privacy Policy describes:

- What information we collect.
- How is the information used?
- Why do we collect that information?
- The choices we offer, including how to access and update information.

By using our website and services and while providing your personal data via our site and services, you agree to the terms of conditions of this privacy statement. You also expressly consent to the use of your Personal Information as mentioned in this Privacy Policy. We may process your Personal Information both in the country where the data is collected and in other countries (including the U.S.) where the laws related to processing of your Personal Information might be different than and less stringent when compared to the laws in your country.

This Privacy Policy applies to all personal and anonymous data that we collect from you, whether in paper, verbal or electronic format. This Privacy Policy applies to all products, applications, services, and websites (the “Services”) offered by SysCloud Inc.

WHAT INFORMATION DO WE COLLECT

We collect Personal Information that you provide voluntarily, when you register online for any services or contact us expressing interest in our services. When you register with us for creating a user account (paid or trial), we require certain Personal Information such as your name, name of organization, email id, contact number and billing information. You can choose not to provide certain information that we may request for, this may limit the services that you can access.

If you are Business User Subscriber information related to your name and email id may be obtained from your employers. In order to process subscription to our services we require credit card and billing related information in order to process subscription and collect subscription related payments. We refer to this as 'Billing Information'. If you have purchased any of our services via our Reseller/Business Partner organizations we may receive Personal Information they have collected. When you communicate with us via email, we may collect and store any information in your communication to us.

Backed Up data: The contents of a business user backed up data may contain Personal Information and Anonymous information such as email addresses, home, office addresses, telephone numbers and other content communicated via email or inside contact fields. Except for troubleshooting purposes we will not otherwise view the contents of the backed up data without your permission in writing. For troubleshooting purposes we may have to view file system information (excluding file contents, data like file extensions, size and folder names). Our technology uses some of these inputs to provide incremental backups and troubleshooting purposes. An employer can request: (i) a copy of backed up data of its employees and (ii) deletion of backed up data without employee's consent.

Anonymous information

When you visit our website we may gather anonymous information such as your IP address, domain name, browser, search terms and time spent on our web pages. We gather your information through cookies and web bugs, whenever you visit our website and other related pages. We may use cookies to determine the date and time of visit to our website.

Orders

When you order services from or otherwise contact the Company, we collect some Personal Information to allow us to provide you the service, fulfill your requirement and provide you the customer support. This information may include your name, address, phone number, your device information, registration data, email address, payment detail and any other information that you entered while using our Services.

Log Data

When you use the Services, our servers automatically record information that your phone and browser send whenever you use the Services ("Log Data"). This Log Data may include, but is not limited to, your computer or phone Internet Protocol address, application version, browser type, the web page you were visiting before you launched the Service and information you search for using our Service. We use this information to monitor and analyze use of the Services and for technical administration of the Services, to increase the Service functionality and user-friendliness, and to

better tailor our Services to our users' needs. This information is collected using Cookies and other tracking technologies as previously defined.

HOW IS THIS INFORMATION USED?

Only the Company has access to any such collected information. We will not give or sell your Personal Information to any other company for any purpose without your written consent. We may use this information to notify you of important announcements regarding our Applications, Upgrades to our Applications and special offers, and to provide you support for the application and technical related queries. If you do not want to receive any announcement from us, you can ask to be excluded from such announcements by sending us email to privacy@syscloud.com requesting the same.

HOW IS THIS INFORMATION SHARED?

When you register with the Company and set up an account, the information you provide will be shared within the Company in order to fulfill the order and/or provide additional support or information. We may need to provide such information to our partners and suppliers to enable us to ship your Product and fulfill your order.

WHY DO WE COLLECT YOUR INFORMATION?

We use your Personal Information and anonymous information mainly to provide services, complete your transactions, administer your inquiries and contact you with marketing or promotional materials and other information that may be of interest to you.

CHOICE

If you decide at any time that you no longer wish to receive marketing collateral or promotional material from us, please follow the unsubscribe instructions provided in any of the communications. We will endeavor to comply with your request as soon as reasonably practicable. Please note that if you opt-out from receipt of such communications, as described above, we will not remove your Personal Information from our databases or those of our third party service providers to which we have already provided your Personal Information as of the date that we implement your opt-out request.

REVIEW OF INFORMATION

You may ask us to remove your information from our system at any time after the completion of your order. However, some information may be necessary for providing you support. In that event we may not be able to provide you one or more of our services that you are using. We will remove as much of this Personal Information that we can. If you want all information deleted from our database, please contact us at privacy@syscloud.com and we will do what we can. It may result in you losing access to our services.

CHANGE OF CONTROL

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still honor the commitments we have made in this Privacy Policy.

THIRD PARTY SITES

Your Personal Information may be shared with the third parties who work with us or on behalf of us in order to provide you with the services and features that we offer. SysCloud provides your information to third-parties only for business related purposes, which include customer outreach services (email/telephone), payment/credit card processing service providers and third-party customer service providers. We do not intend to sell/rent your personal or any other information. This privacy statement applies only to information collected by us through our site or services.

We may collect customer information from the third party publicly available sources. Such information will also be protected in a similar manner with respect to the personal data that we directly collect from the customers. This privacy statement does not apply to third party websites and therefore, we request you to read the privacy statements of all the third party websites you visit.

AGGREGATE INFORMATION AND NON-PERSONAL INFORMATION

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Personal Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

SERVICE PROVIDERS/RESELLERS

We partner with Google App Resellers and other Service Providers to sell our Applications on our behalf and to perform services related to administration of the Services (“Resellers”). These Resellers have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

UPDATING AND DELETING YOUR INFORMATION

Personal/Anonymous information:

Users can update their Personal Information or delete inaccurate data at any time either by editing their profile online or by sending us an email request to update or delete their Personal Information to support@syscloud.com. Once when we receive your request, we will respond within 30 days of time. When updating your Personal Information, we may ask you to verify your identity before we can act on your request.

If you update or request changes to your Personal Information, we may continuously use or disclose that information, which in turn will reflect those changes. However, we do not have the permission to update any of your Personal Information that is previously disclosed to any third party. We require certain information to enable you to access our sites and services. If you delete such necessary information you may not be able to use our sites or services.

We may also request you to update or delete your data in order to prevent fraudulent activities and to enforce our terms of services. When we delete your data, it will remain in our archives but will be deleted from the active database. Identity of individuals will be checked before granting permission to access/edit the personal data. We do not make use of government-issued identifiers for authenticating users. SysCloud will mail you about a change request only to the address of record. In case of an address change, we mail to both the old and new addresses.

Backed Up/Migration/Domain Security Data

Backed up/migration/domain security data can include both personal and anonymous information. SysCloud will not view the contents of your account unless we believe that your account has been used for illegal purposes. To provide incremental backups and technical support, SysCloud may view your backed up/migrated data.

We also collect the backed up/migrated data that you have requested us to collect from third-party sites. SysCloud Domain Security application scan your documents to generate detailed security reports and this scan can be turned off in settings page during on-boarding or later. You can request a copy of your backed up data. You can access the copy of your migrated data by just logging into our migration application. You can mail to support@syscloud.com with a proof of identity.

DATA RETENTION

We follow a standard retention period in order to retain customer's personal data. The company retains customer's Personal Information only as long as is necessary. SysCloud may retain customer's personal data for 2 years minimum, until user consents for an earlier disposal.

We review all personal data that the company holds regularly and may delete the data that is no longer necessary. Personal Information which still needs to be retained for a longer period will be archived/kept offline (made anonymous so that it cannot be identified to any individual) in a safe manner.

COMPLIANCE WITH LAWS AND LAW ENFORCEMENT

The Company cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of the Company or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable. We may use your originally collected or provided personal data for any purpose in order to prevent fraud and other illegal activities or to preserve a legal claim or defense. We reserve the right to do any of the foregoing.

SECURITY

The Company is very concerned with safeguarding your information. Company will take reasonable steps to protect your Personal Information from loss, misuse, unauthorized access, disclosure or unauthorized alteration. We are not in the business of providing information security. We do employ limited data security measures, such as encryption, on some but not all systems. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while the Company strives to use commercially acceptable means to protect your Personal Information, the Company cannot guarantee its absolute security. Do not provide your Personal Information if you are concerned with its disclosure. We do our best to keep your information secure. We try to keep the Company Services available, bug-free and safe, but do not make guarantees about any part of our Services or Applications.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored “personal data” (as defined in applicable state statutes on security breach notification) to you via e-mail or conspicuous posting via the Services in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

INTERNATIONAL TRANSFER

Your information may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside of the United States and choose to provide information to Company, please be advised that we may transfer Personal Information to the United States or other countries and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

DISPUTE RESOLUTION

If you have questions or concerns regarding this Privacy Policy, you should first contact Company at privacy@syscloud.com or at the following address: Privacy Matters c/o SysCloud, Inc., 20 Commerce Dr #135, Cranford, NJ 07016. For complaints that cannot be resolved between the Company and the complainant, the Company has agreed to participate in the dispute resolution procedures of the American Arbitration Association (AAA), ICDR/AAA Safe Harbor Program in accordance with its applicable commercial rules as well as the Safe Harbor Principles. All decisions of the arbitration panel shall be final and binding on the parties, which waive any right to further appeal the arbitration award, to the extent an appeal may be lawfully waived.

PHISHING

Identity theft and the practice currently known as “phishing” are of great concern to Company. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your login password, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission’s website.

OUR POLICY TOWARD CHILDREN

Privacy for children is very important to us. We do not knowingly collect Personal Information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at privacy@syscloud.com. If we become aware that a child under 13 has provided us with Personal Information, we will delete such information from our files and disable their account.

YOUR CALIFORNIA PRIVACY RIGHTS

California law permits residents of California to request certain details about what Personal Information a company shares with third parties for the third parties’ direct marketing purposes. Company does not share your information with third parties for the third parties’ own and independent direct marketing purposes unless we receive your permission. If you have questions

about our sharing practices or your rights under California law, please write us at Director Privacy, 20 Commerce Dr #135, Cranford, NJ 07016, or contact us at privacy@syscloud.com.

CHANGES IN THIS PRIVACY POLICY

This Privacy Policy may be modified periodically to reflect changes that are made to our services and applications. Any change made in this policy will be posted in our website. We request that you review our website periodically to review the Privacy Policy. Changes, which affect the confidentiality of customer data, will be communicated to the customers either via email or the changes will be posted in our website. If you do not understand or agree to any changes, please email us immediately at privacy@syscloud.com.

DEFINITIONS

We recommend that you become familiar with the following definitions so that you can better understand how we use data about you and to enhance your experience using our Applications and Services.

API: An application programming interface or “API” is a particular set of rules and specifications that allows one software program to access and make use of another software program. It helps facilitate the interaction between applications, similar to the way the user interface facilitates interaction between humans and computers. The Company uses APIs to enable easy access to our Services.

Cookies and other Tracking Technologies: Cookies are small text files that web servers typically send to users’ computer when they visit a website. Cookies can be read or edited when the user loads a website or advertisement from the domain that wrote the cookie in the first place. Cookies are used by companies to collect and send information about a user’s website visit – for example, number of visits, average time spent, pages viewed, navigation history through the website, and other statistics. This information can be used to improve a user’s online experience by saving passwords, or allowing companies to track and improve website loading times, for instance. Cookies can also be used to track a user’s browsing or online purchasing habits and to target advertisements to specific users. Cookies cannot be used to access any other data on a user’s hard drive, to personally identify them, or to act like malware or a virus. Users who prefer not to accept cookies can set their Internet browser to notify them when they receive a cookie or to prevent cookies from being placed on their hard drive. We may also use “pixel tags,” “web beacons,” “clear GIFs” or similar means (individually or collectively “Pixel Tag”) in connection with our Applications and Services to collect usage, demographic and geographical location data. A Pixel Tag is an electronic image, often a single pixel that is ordinarily not visible to users and may be associated with cookies on a user’s hard drive. A Pixel Tag allows us to count users who have visited certain screens on our web page, to deliver branded services and to help determine the effectiveness of promotional or advertising campaigns.

Personal Information/Data: We define personal information as “information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual.” e. g. name, address, social security number, e-mail address etc.

CONTACTING COMPANY

If you have any questions about the Privacy Policy, please contact Company at privacy@syscloud.com or support@syscloud.com .

SysCloud Inc. © 2014

Amplified IT
 812 Granby Street
 Norfolk VA 23510



FEIN:27-3690926

Oakland Unified School District
 Colleen Calvano
 Technology Services
 1011 Union Street
 Oakland CA 94607

Quote # 0010165
 Quote Date June 4, 2018
Quote Total (USD) \$67,425.00

Item	Description	Unit Cost	Quantity	Line Total
SYS-CLOUD-COMPLIANCE-STAFF	SysCloud Compliance Suite 1 year license for staff	7.50	4590	34,425.00
SYS-CLOUD-COMPLIANCE-STU	SysCloud Compliance Suite 1 year license for students	0.80	35000	28,000.00
SYS-CLOUD-BACKUP	SysCloud Unlimited Backup 1 year license Students are free if purchased for all FTE	10.00	500	5,000.00
Onboarding - 3rd Party	First Line Support & Escalation	500.00	1	500.00
Discount	First Line Support & Escalation	-500.00	1	-500.00

Quote Total (USD)	\$67,425.00
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Terms

This quote is valid for 28 days from issue.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550.

Full payment is required within 30 days of Invoice.

Notes

Subscription dates: 2018-09-07 - 2019-09-07

To view your estimate online Go to <https://amplifiedit.freshbooks.com/view/K2feAVMMWDhfawC>

Board Office Use: Legislative File Info.	
File ID Number	18-0273
Introduction Date	3-14-18
Enactment Number	18-0437
Enactment Date	3-14-18



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving students.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff
Susan Beltz, Chief Technology Officer *500*

Board Meeting Date 3-14-18

Subject Agreement and Addendum to Amplified IT, LLC and Oakland Unified School District Agreement

Action Requested Ratification by the Board of Education of the Agreement and Addendum A between Amplified IT, LLC and Oakland Unified School District for 8/28/17-8/27/18 for \$62,425.00

Background Oakland Unified School District uses G-Suite for Education as its primary vehicle to provide email and collaboration tools to staff and students at all district sites. While these tools provide our staff and students with excellent online tools, they have no built in security features that prevent confidential information from being emailed or shared outside the district. Nor does G-Suite provide detailed visibility into user activity.

In 2017-18, Technology Services moved to Syscloud, a cloud security service, which is build specifically for education to provide a secure online environment for students and staff while reducing the overall cost of this service by \$30,000. Syscloud provides the district with user activity analytics on internet usage as well as threat visibility and security controls in Gmail and Google drive, plus malware, ransomware and phishing attack protection.

Discussion

The annual cost for Syscloud in 2017-18 is \$62,425. Technology Services has reviewed the major security services and chose Syscloud for its ease of use and configuration as well as being the most cost effective solution for the district.

Recommendation

Ratification of the Agreement and Addendum A between Oakland Unified School District and Amplified IT for the purchase of Syscloud for the period of September 1, 2017 to August 31, 2018 for \$62,425.

Fiscal Impact

\$62,425 from Funding Resource 9999994701: General Purpose (GP) Software Licensing

Attachments

- Amplified IT Agreement
- OUSD Addendum A to Amplified IT Agreement
- Amplified IT Privacy Policy
- Amplified IT Quote
- Contract Justification Form



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 18-0273

Department: Technology Services

Vendor Name: Amplified IT

Contract Term: Start Date: September 1, 2017 End Date: August 31, 2018

Annual Cost: \$ 62,425.00

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

SysCloud is one of the leading vendors in the cloud security space and was specifically selected for their suite of tools that cater directly to K-12 education. Moving to SysCloud from our prior vendor dropped our annual expenditure for this service by \$30,000.

Summarize the services this Vendor will be providing.

Syscloud provides the district with user activity analytics on internet usage as well as threat visibility and security controls in Gmail and Google drive, plus malware, ransomware and phishing attack protection.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Comparison between service providers.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (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
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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**



Oakland Unified School District

Prepared For

Colleen Calvano

Oakland Unified School District

Created By

Amplified IT

Amplified IT

7577745047

info@amplifiedit.com

<http://www.amplifiedit.com>

Introduction

The purpose of this document is to provide a contract between Amplified IT and Oakland Unified School District.

This document will set forth the scope, process and deliverables while summarizing the resources required to complete the engagement. It will also form the Agreement.

About Us



Amplified IT is an education-focused consultancy that brings a unique blend of instructional and technical skills to the K-12 market. Since 2008, this team of infrastructure and instructional consultants has assisted hundreds of education institutions worldwide to successfully adopt Google Apps and Chromebooks. Amplified IT is a Google authorized reseller and has close ties to the Google EDU team and various vendors in the Google for Education sector.

Amplified IT's status as one of the leading education-focused Google App consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. We recognize the challenge of preparing students for an increasingly complex and cognitively demanding world, so we leverage our experiences to provide consulting to teachers who are dedicated to creating innovative learning opportunities for their students. We do not focus on tools; we focus on learning.

Background

The client is Oakland Unified School District, based in California.



Oakland Unified School District

Prepared For

Colleen Calvano
Oakland Unified School District

Created By

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Background

The client is Oakland Unified School District, based in California.

Terms and Conditions

Amplified IT, LLC Service Terms and Conditions

Effective Date: August 1, 2016

PLEASE READ THESE SERVICE TERMS CAREFULLY

These service terms and conditions (the "**Service Terms**") govern the services and deliverables provided to customers by Amplified IT, LLC including, without limitation, the GFE Audit, GFE Support, GFE Kickstart and any other professional service engagement, including SysCloud Security and Compliance ("**Services**"). These Service Terms, together with the Order (defined below) and the Privacy Policy, constitute the entire agreement between the parties with respect to the Services (collectively, the "**Agreement**").

By engaging Amplified IT to perform the Services, Oakland Unified School District signifies that it has read, understood, and agrees to be bound by these Service Terms and to the collection and use of information as set forth in the SysCloud Privacy Policy ("**Privacy Policy**").

1. Scope of Services. Amplified IT agrees to perform the Services set forth on the sales quote provided to Oakland Unified School District ("**Order**") based on the terms and conditions set forth herein. The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.

2. Service Fees; Payment. Oakland Unified School District will compensate Amplified IT in accordance with the terms set forth on the applicable Order. Oakland Unified School District shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by law. In addition to any other remedies available to Amplified IT, if payment of any fee is not made within fifteen (15) days of when due Amplified IT has the right to suspend Services until such time as all fees are paid in full.

3. Expenses. Oakland Unified School District will reimburse Amplified IT for reasonable business and travel expenses incurred in connection with the Services that are agreed by Oakland Unified School District.

4. Term and Termination. This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by Oakland Unified School District and shall terminate upon completion of the Services ("**Term**") unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties. In the event of termination, Oakland Unified School District will pay Amplified IT for all Services and reimbursable expenses performed and approved as of the termination date.

5. Confidentiality.

(a) Definition. The term "**Confidential Information**" shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party's ("**Discloser**") business that is disclosed to the other party ("**Recipient**") in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being "confidential," or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

(b) Obligations. Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 5 of these Service Terms; (ii) protect

the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.

(c) Disclosure Required by Law. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser's sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

(d) Exclusions. The obligations described in Section 5(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

(e) Return of Confidential Information. Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.

(f) Ownership. Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of any Confidential Information does not grant the Recipient a license or ownership of any type.

(g) Remedies. The parties agree that the rights being protected by this Section 5 are of a special and unique character, which gives them a particular value, and that the breach of this Section 5 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 5.

(h) Expiration of Obligation. The obligations and restrictions contained in this Section 5 will remain in effect for a period of three (3) years following the termination of this Agreement.

6. Intellectual Property.

(a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the GAFE Audit, the GAFE Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Oakland Unified School District any ownership, rights, title or any other proprietary interest in the Amplified IP. Oakland Unified School District shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants Oakland Unified School District the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Oakland Unified School District shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of,

reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "Trademarks"). Oakland Unified School District is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

7. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL Amplified IT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY Oakland Unified School District UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Limited Warranty; Disclaimer of Warranties. Amplified IT warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances. In no event shall Amplified IT be liable for loss of data or records of Oakland Unified School District, it being understood that Oakland Unified School District shall be responsible for assuring proper and adequate back-up and storage procedures. THE PRECEDING IS Amplified IT'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.

9. Independent Contractor. Amplified IT will be performing the Services solely as an independent contractor. Amplified IT shall not be considered an affiliate or subsidiary of Oakland Unified School District and it is expressly understood by the parties that this undertaking is not a partnership or joint venture. Amplified IT shall have the right to determine the methods, details and means of performing the Services. As an independent contractor Amplified IT bears the sole responsibility for compensating its employees. Amplified IT and its employees shall not be considered employees of Oakland Unified School District and are not entitled to any employee benefits from Oakland Unified School District.

10. Non-Solicitation. Oakland Unified School District agrees that, if it hires any employee or contractor who has been utilized by Amplified IT in connection with performance of the Services, during the Term and for a period of one (1) year following the termination of this Agreement, then it will pay Amplified IT a fee equal to twenty percent (20%) of that person's annual base compensation immediately prior to the hiring or employment by Oakland Unified School District.

11. Governing Law; Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Norfolk County, in the Commonwealth of Virginia and agree that such court is not an inconvenient forum.

12. Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.

13. Notice. Any communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.

14. Entire Agreement; Modification. These Service Terms, together with the Order and the Privacy Policy, constitute the entire agreement between Amplified IT and Oakland Unified School District on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.

15. Severability. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

16. Legal Fees. If either party seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, the other party shall be entitled to recover any and all costs and expenses incurred by such party to enforce its rights, including, but not limited to all attorneys' fees, court costs, collection costs and expert fees.

17. No Waiver. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

18. Publicity. Amplified IT may use Oakland Unified School District's name in promotional materials regarding its Services. These permissions are free of charge for worldwide use in any medium. Amplified IT will obtain Oakland Unified School District's prior approval for publicity that contains claims, quotes, endorsements or attributions by Oakland Unified School District.

19. Business Forms Terms and Conditions. If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.

20. Survival. Rights and obligations under this Agreement which by their nature should survive, including, without limitation, Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Limitation of Liability), Section 10 (Non-solicitation), Section 11 (Governing Law; Venue), Section 16 (Legal Fees), Section 18 (Publicity) and this Section 20 will remain in effect after termination of this Agreement.

21. Headings. Headings used in these Service Terms are provided for convenience only and shall not be deemed a part of this Agreement.

Signatures

Oakland Unified School District Date

[Signature]

Amplified IT Date 02 / 16 / 2018

[Signature: Aimee Eng]

Aimee Eng
President, Board of Education

File ID Number: 18-0273
Introduction Date: 3-14-18
Enactment Number: 18-0437
Enactment Date: 3-14-18
By:

[Signature: Kyla Johnson-Trammell]

Kyla Johnson-Trammell
Secretary, Board of Education



ADDENDUM A TO AMPLIFIED IT, LLC – OAKLAND UNIFIED SCHOOL DISTRICT AGREEMENT

Amplified IT, LLC (“Amplified” or “Contractor”) and the Oakland Unified School District (“OUSD”) (collectively, “Parties”) agree that the following terms and provisions shall serve as Addendum A and shall amend and modify the Amplified-OUSD Agreement (“Agreement”). This Addendum is entered into pursuant to Section 14 (Entire Agreement; Modification) of the Agreement between the Parties. Amplified and OUSD agree and confirm that the Agreement, together with the Order and the Privacy Policy, are hereby incorporated herein by reference. Amplified and OUSD agree that to the extent any recital or document set forth in the Agreement, Order and/or Privacy Policy conflicts with any term or provision of this Addendum A to the Agreement, the terms and provisions of this Addendum A to the Agreement shall govern. Accordingly, the Parties agree as follows:

1. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by the Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

2. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.
3. **Insurance:** OUSD, by and through its Chief Technology Officer, confirms that CONTRACTOR is not required to maintain any insurance under the Agreement. However, waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
4. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of the Agreement.
5. **Assignment:** The obligations of CONTRACTOR under the Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD's governing body.
6. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
7. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
8. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of the Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of the Agreement.
9. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies, if the below is applicable, compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: “CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents (“Employees”) regardless of

whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of the Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

10. **No Rights in Third Parties:** The Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
11. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
12. **Limitation of OUSD Liability:** OUSD's financial obligations under the Agreement shall be limited to the payment of the compensation provided in the Agreement. Notwithstanding any other provision of the Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, the Agreement for the services performed in connection with the Agreement.
13. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under the Agreement, and in the event of change in either private interest or services under the Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of the Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of the Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

15. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
16. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
17. **Signature Authority:** Each party has the full power and authority to enter into and perform the Agreement, and the person signing the Agreement on behalf of each Party has been given the proper authority and empowered to enter into the Agreement.
18. **Agreement Contingent on OUSD Governing Body Approval:** OUSD shall not be bound by the terms of the Agreement until it has been formally approved by OUSD's governing body, and no payment shall be owed or made to CONTRACTOR absent that formal approval. The Agreement shall be deemed approved when it has been signed by OUSD's governing body and/or the Superintendent as its designee.
19. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Agreement a W-9 form.
20. **Contract Publicly Posted:** The Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Aimee Eng

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

[Signature]
Secretary, Board of Education

Greg Corbett

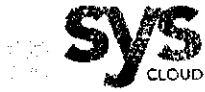
Contractor Signature

Greg Corbett, Director of Customer Success
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: [Signature] 2/16/18
Michael L. Smith, Attorney at Law
(cc: 2/16/18)

File ID Number: 18-0273
Introduction Date: 3-14-18
Enactment Number: 18-0437
Enactment Date: 3-14-18
Bv:



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PRIVACY POLICY

Updated: August 16, 2016

Previous Update: September 15, 2014 ([see previous update](#))

SysCloud Inc. (the "Company" or 'we') is a backup, migration and security solutions provider, which helps organizations to protect themselves from critical data loss due to file corruption, accidental user error, and malicious acts.

Your privacy is very important to us. We have developed this Privacy Policy for demonstrating our commitment towards secure handling of information collected when you use our services or visit our website.

SysCloud complies with the U.S. – E.U. Safe Harbor framework and the U.S. – Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. SysCloud has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, please visit <http://www.export.gov/safeharbor/>.

We have tried to keep the Privacy Policy as simple as possible. If you are not familiar with terms like API, cookies, Personal Information, anonymous information – please refer to the Definition section of this Privacy Policy.

SCOPE

This Privacy Policy describes:

- What information we collect.
- How is the information used?
- Why do we collect that information?
- The choices we offer, including how to access and update information.

By using our website and services and while providing your personal data via our site and services, you agree to the terms of conditions of this privacy statement. You also expressly consent to the use of your Personal Information as mentioned in this Privacy Policy. We may process your Personal Information both in the country where the data is collected and in other countries (including the U.S.) where the laws related to processing of your Personal Information might be different than and less stringent when compared to the laws in your country.

This Privacy Policy applies to all personal and anonymous data that we collect from you, whether in paper, verbal or electronic format. This Privacy Policy applies to all products, applications, services, and websites (the "Services") offered by SysCloud Inc.

WHAT INFORMATION DO WE COLLECT

We collect Personal Information that you provide voluntarily, when you register online for any services or contact us expressing interest in our services. When you register with us for creating a user account (paid or trial), we require certain Personal Information such as your name, name of organization, email id, contact number and billing information. You can choose not to provide certain information that we may request for, this may limit the services that you can access.

If you are Business User Subscriber information related to your name and email id may be obtained from your employers. In order to process subscription to our services we require credit card and billing related information in order to process subscription and collect subscription related payments. We refer to this as 'Billing Information'. If you have purchased any of our services via our Reseller/Business Partner organizations we may receive Personal Information they have collected. When you communicate with us via email, we may collect and store any information in your communication to us.

Backed Up data: The contents of a business user backed up data may contain Personal Information and Anonymous information such as email addresses, home, office addresses, telephone numbers and other content communicated via email or inside contact fields. Except for troubleshooting purposes we will not otherwise view the contents of the backed up data without your permission in writing. For troubleshooting purposes we may have to view file system information (excluding file contents, data like file extensions, size and folder names). Our technology uses some of these inputs to provide incremental backups and troubleshooting purposes. An employer can request: (i) a copy of backed up data of its employees and (ii) deletion of backed up data without employee's consent.

Anonymous information

When you visit our website we may gather anonymous information such as your IP address, domain name, browser, search terms and time spent on our web pages. We gather your information through cookies and web bugs, whenever you visit our website and other related pages. We may use cookies to determine the date and time of visit to our website.

Orders

When you order services from or otherwise contact the Company, we collect some Personal Information to allow us to provide you the service, fulfill your requirement and provide you the customer support. This information may include your name, address, phone number, your device information, registration data, email address, payment detail and any other information that you entered while using our Services.

Log Data

When you use the Services, our servers automatically record information that your phone and browser send whenever you use the Services ("Log Data"). This Log Data may include, but is not limited to, your computer or

phone Internet Protocol address, application version, browser type, the web page you were visiting before you launched the Service and information you search for using our Service. We use this information to monitor and analyze use of the Services and for technical administration of the Services, to increase the Service functionality and user-friendliness, and to better tailor our Services to our users' needs. This information is collected using Cookies and other tracking technologies as previously defined.

HOW IS THIS INFORMATION USED?

Only the Company has access to any such collected information. We will not give or sell your Personal Information to any other company for any purpose without your written consent. We may use this information to notify you of important announcements regarding our Applications, Upgrades to our Applications and special offers, and to provide you support for the application and technical related queries. If you do not want to receive any announcement from us, you can ask to be excluded from such announcements by sending us email to privacy@syscloud.com requesting the same.

HOW IS THIS INFORMATION SHARED?

When you register with the Company and set up an account, the information you provide will be shared within the Company in order to fulfill the order and/or provide additional support or information. We may need to provide such information to our partners and suppliers to enable us to ship your Product and fulfill your order.

WHY DO WE COLLECT YOUR INFORMATION?

We use your Personal Information and anonymous information mainly to provide services, complete your transactions, administer your inquiries and contact you with marketing or promotional materials and other information that may be of interest to you.

CHOICE

If you decide at any time that you no longer wish to receive marketing collateral or promotional material from us, please follow the unsubscribe instructions provided in any of the communications. We will endeavor to comply with your request as soon as reasonably practicable. Please note that if you opt-out from receipt of such communications, as described above, we will not remove your Personal Information from our databases or those of our third party service providers to which we have already provided your Personal Information as of the date that we implement your opt-out request.

REVIEW OF INFORMATION

You may ask us to remove your information from our system at any time after the completion of your order.

However, some information may be necessary for providing you support. In that event we may not be able to provide you one or more of our services that you are using. We will remove as much of this Personal Information that we can. If you want all information deleted from our database, please contact us at privacy@syscloud.com and we will do what we can. It may result in you losing access to our services.

CHANGE OF CONTROL

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still honor the commitments we have made in this Privacy Policy.

THIRD PARTY SITES

Your Personal Information may be shared with the third parties who work with us or on behalf of us in order to provide you with the services and features that we offer. SysCloud provides your information to third-parties only for business related purposes, which include customer outreach services (email/telephone), payment/credit card processing service providers and third-party customer service providers. We do not intend to sell/rent your personal or any other information. This privacy statement applies only to information collected by us through our site or services.

We may collect customer information from the third party publicly available sources. Such information will also be protected in a similar manner with respect to the personal data that we directly collect from the customers. This privacy statement does not apply to third party websites and therefore, we request you to read the privacy statements of all the third party websites you visit.

AGGREGATE INFORMATION AND NON-PERSONAL INFORMATION

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Personal Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

SERVICE PROVIDERS/RESELLERS

We partner with Google App Resellers and other Service Providers to sell our Applications on our behalf and to perform services related to administration of the Services ("Resellers"). These Resellers have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

UPDATING AND DELETING YOUR INFORMATION

Personal/Anonymous information:

Users can update their Personal Information or delete inaccurate data at any time either by editing their profile online or by sending us an email request to update or delete their Personal Information to support@syscloud.com. Once when we receive your request, we will respond within 30 days of time. When updating your Personal Information, we may ask you to verify your identity before we can act on your request.

If you update or request changes to your Personal Information, we may continuously use or disclose that information, which in turn will reflect those changes. However, we do not have the permission to update any of your Personal Information that is previously disclosed to any third party. We require certain information to enable you to access our sites and services. If you delete such necessary information you may not be able to use our sites or services.

We may also request you to update or delete your data in order to prevent fraudulent activities and to enforce our terms of services. When we delete your data, it will remain in our archives but will be deleted from the active

database. Identity of individuals will be checked before granting permission to access/edit the personal data. We do not make use of government-issued identifiers for authenticating users. SysCloud will mail you about a change request only to the address of record. In case of an address change, we mail to both the old and new addresses.

Backed Up/Migration/Domain Security Data

Backed up/migration/domain security data can include both personal and anonymous information. SysCloud will not view the contents of your account unless we believe that your account has been used for illegal purposes. To provide incremental backups and technical support, SysCloud may view your backed up/migrated data.

We also collect the backed up/migrated data that you have requested us to collect from third-party sites. SysCloud Domain Security application scan your documents to generate detailed security reports and this scan can be turned off in settings page during on-boarding or later. You can request a copy of your backed up data. You can access the copy of your migrated data by just logging into our migration application. You can mail to support@syscloud.com with a proof of identity.

DATA RETENTION

We follow a standard retention period in order to retain customer's personal data. The company retains customer's Personal Information only as long as is necessary. SysCloud may retain customer's personal data for 2 years minimum, until user consents for an earlier disposal.

We review all personal data that the company holds regularly and may delete the data that is no longer necessary. Personal Information which still needs to be retained for a longer period will be archived/kept offline (made anonymous so that it cannot be identified to any individual) in a safe manner.

COMPLIANCE WITH LAWS AND LAW ENFORCEMENT

The Company cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of the Company or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable. We may use your originally collected or provided personal data for any purpose in order to prevent fraud and other illegal activities or to preserve a legal claim or defense. We reserve the right to do any of the foregoing.

SECURITY

The Company is very concerned with safeguarding your information. Company will take reasonable steps to protect your Personal Information from loss, misuse, unauthorized access, disclosure or unauthorized alteration. We are not in the business of providing information security. We do employ limited data security measures, such as encryption, on some but not all systems. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while the Company strives to use commercially acceptable means to protect your Personal Information, the Company cannot guarantee its absolute security. Do not provide your Personal Information if you are concerned with its disclosure. We do our best to keep your information secure. We

try to keep the Company Services available, bug-free and safe, but do not make guarantees about any part of our Services or Applications.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via e-mail or conspicuous posting via the Services in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

INTERNATIONAL TRANSFER

Your information may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside of the United States and choose to provide information to Company, please be advised that we may transfer Personal Information to the United States or other countries and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

DISPUTE RESOLUTION

If you have questions or concerns regarding this Privacy Policy, you should first contact Company at privacy@syscloud.com or at the following address: Privacy Matters c/o SysCloud, Inc., 20 Commerce Dr #135, Cranford, NJ 07016. For complaints that cannot be resolved between the Company and the complainant, the Company has agreed to participate in the dispute resolution procedures of the American Arbitration Association (AAA), ICDR/AAA Safe Harbor Program in accordance with its applicable commercial rules as well as the Safe Harbor Principles. All decisions of the arbitration panel shall be final and binding on the parties, which waive any right to further appeal the arbitration award, to the extent an appeal may be lawfully waived.

PHISHING

Identity theft and the practice currently known as "phishing" are of great concern to Company. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your login password, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission's website.

OUR POLICY TOWARD CHILDREN

Privacy for children is very important to us. We do not knowingly collect Personal Information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at privacy@syscloud.com. If we become aware that a child under 13 has provided us with Personal Information, we will delete such information from our files and disable their account.

YOUR CALIFORNIA PRIVACY RIGHTS

California law permits residents of California to request certain details about what Personal Information a company shares with third parties for the third parties' direct marketing purposes. Company does not share your information with third parties for the third parties' own and independent direct marketing purposes unless we receive your

permission. If you have questions about our sharing practices or your rights under California law, please write us at Director Privacy, 20 Commerce Dr #135, Cranford, NJ 07016, or contact us at privacy@syscloud.com.

CHANGES IN THIS PRIVACY POLICY

This Privacy Policy may be modified periodically to reflect changes that are made to our services and applications. Any change made in this policy will be posted in our website. We request that you review our website periodically to review the Privacy Policy. Changes, which affect the confidentiality of customer data, will be communicated to the customers either via email or the changes will be posted in our website. If you do not understand or agree to any changes, please email us immediately at privacy@syscloud.com.

DEFINITIONS

We recommend that you become familiar with the following definitions so that you can better understand how we use data about you and to enhance your experience using our Applications and Services.

API: An application programming interface or "API" is a particular set of rules and specifications that allows one software program to access and make use of another software program. It helps facilitate the interaction between applications, similar to the way the user interface facilitates interaction between humans and computers. The Company uses APIs to enable easy access to our Services.

Cookies and other Tracking Technologies: Cookies are small text files that web servers typically send to users' computer when they visit a website. Cookies can be read or edited when the user loads a website or advertisement from the domain that wrote the cookie in the first place. Cookies are used by companies to collect and send information about a user's website visit – for example, number of visits, average time spent, pages viewed, navigation history through the website, and other statistics. This information can be used to improve a user's online experience by saving passwords, or allowing companies to track and improve website loading times, for instance. Cookies can also be used to track a user's browsing or online purchasing habits and to target advertisements to specific users. Cookies cannot be used to access any other data on a user's hard drive, to personally identify them, or to act like malware or a virus. Users who prefer not to accept cookies can set their Internet browser to notify them when they receive a cookie or to prevent cookies from being placed on their hard drive. We may also use "pixel tags," "web beacons," "clear GIFs" or similar means (individually or collectively "Pixel Tag") in connection with our Applications and Services to collect usage, demographic and geographical location data. A Pixel Tag is an electronic image, often a single pixel that is ordinarily not visible to users and may be associated with cookies on a user's hard drive. A Pixel Tag allows us to count users who have visited certain screens on our web page, to deliver branded services and to help determine the effectiveness of promotional or advertising campaigns.

Personal Information/Data: We define personal information as "information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual." e. g. name, address, social security number, e-mail address etc.

CONTACTING COMPANY

If you have any questions about the Privacy Policy, please contact Company at privacy@syscloud.com or support@syscloud.com.

Solutions

> G Suite

- > Threat Scan & Visibility
- > Data loss prevention
- > Phishing
- > Anti malware
- > User activity analytics & audit
- > Admin controls, auditing & forensics
- > Backup & restore / anti ransomware
- > Encryption for Drive
- > Compliance

> Microsoft O365

- > Threat Scan & Visibility
- > Rights Management & DLP
- > Phishing
- > Admin controls, auditing & forensics
- > Compliance

> Salesforce

- > Threat Scan & Visibility
- > Backup & restore
- > Data loss prevention
- > Compliance

> Box

- > Threat Scan & Visibility
- > Data loss prevention
- > Compliance

> Compliance

- > Education
- > Businesses
- > HIPAA
- > SOX
- > PCI

> Other

- > G Suite Domain Migration

Learn More

- > Pricing
- > About SysCloud
- > Blog
- > Contact
- > Terms
- > Privacy



SysCloud detects and stops insider threats across cloud apps.

Contact

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NJ 07701, USA

1.877.461.2930

For technical support queries

helpdesk@syscloud.com

For sales queries

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Amplified IT
812 Granby Street

Norfolk VA 23510



Oakland Unified School District
Colleen Calvano
Technology Services
1011 Union Street
Oakland CA 94607

Quote # 0006992
Quote Date August 23, 2017
Quote Total (USD) \$62,425.00

Item	Description	Unit Cost	Quantity	Line Total
SYSCLOUD-COMPLIANCE-STAFF	SysCloud Compliance Suite 1 year license for staff	7.50	4590	34,425.00
SYSCLOUD-COMPLIANCE-STU	SysCloud Compliance Suite 1 year license for students	0.80	35000	28,000.00
Quote Total (USD)				\$62,425.00

Terms

This quote is valid for 28 days from issue.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550.

Full payment is required within 30 days of Invoice.

To view your estimate online Go to <https://amplifiedit.freshbooks.com/view/cvaPuhccQCgGucY>