



Board Office Use: <b>Legislative File Info.</b>	
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## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jennifer Blake, Executive Director of Special Education

**Meeting Date** June 28, 2023

**Subject** Calendly Enterprise Software as a Service Agreement – Calendly –  
Special Education Department

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**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** Ratification by the Board of Education of Calendly Enterprise Software as a Service Agreement by and between the District and Calendly, LLC, Buford, GA, for the latter to provide Calendly Enterprise Plan software-as-a-service via the Special Education Department, for the period of April 29, 2023 through June 30, 2025, in an amount not to exceed \$15,000.00.

**Term** Start Date: April 29, 2023 End Date: June 30, 2025

**Not-To-Exceed Amount** \$15,000.00

**Competitively Bid** No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

**In-Kind Contributions** None

**Funding Source(s)** RES 6500

**Background**

To establish the use and efficiency of scheduling across several Special Education Departments to better serve our families who have students with Individual Education Programs (IEPs) using the Calendly Enterprise Plan software-as-a-service. This will offer a seamless process from the Special Education staff member to connect with families, and offset the need to create a new system.

**Attachment(s)**

- Calendly Order Form Signatures
- Calendly Enterprise Software as a Service Agreement
- Invoice # 2023-04-29-5185

# Calendly Enterprise Software as a Service Agreement

This Software as a Service Agreement (this “**Agreement**”), effective as of the last date of signature below (the “**Effective Date**”), is by and between Calendly, LLC, a Georgia Limited Liability Company with a mailing address of 115 E Main St, Ste A1B, Buford, GA 30518 (“**Calendly**”), and Oakland Unified School District, a California with offices located at 1000 Broadway #680, Oakland, California 94607 and its Affiliates (collectively, “**Customer**”). Calendly and Customer may be referred to herein collectively as the “**Parties**” or individually as “**Party.**”

The Parties agree as follows:

## 1. **Definitions.**

(a) “**Affiliate**” any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified Party, where “**control**” (including the terms “**controlled by**” and under “**common control with**”) means the possession, directly or indirectly, of the power to direct or to cause the direction of the management policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

(b) “**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by Calendly in an aggregate and anonymized manner that is unable to be reidentified, including to compile statistical and performance information related to the provision and operation of the Services.

(c) “**Authorized User**” means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(d) “**Calendly IP**” means the Services, the Documentation, Aggregated Statistics, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing, but **does not include Customer Data**.

(e) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services or by or on behalf of Customer's prospects, customers or other end users of the Services who access the Services for purposes of interacting with Customer and its Authorized Users. To be clear, Customer retains all intellectual property rights in Customer Data.

(f) “**Data Processing Addendum**” means the Data Processing Addendum executed by the parties and attached hereto as Exhibit “B” and incorporated by reference herein.

(g) “**Documentation**” means Calendly's documentation relating to the Services provided by Calendly to Customer electronically or in end user documentation relating to the Services.

(h) “**Pricing Proposal**” means valid quote, invoice, current list prices available on the [www.calendly.com](http://www.calendly.com) website, or other mutually agreed-upon rates.

(i) **"Services"** means the Calendly® Enterprise Plan software-as-a-service offering.

(j) **"Third-Party Integrations"** means any third-party integrations, not supplied or provided by Calendly, into the Services.

## 2. **Access and Use.**

(a) **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Calendly hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 11(h)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Calendly shall provide to Customer the necessary credentials and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Pricing Proposal, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Calendly hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 11(h)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Services or Calendly IP except as expressly permitted by this Agreement and, in the case of Third-Party Integrations, the applicable third-party license agreement. "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

(i) copy, modify, or create derivative works or improvements of the Services or Calendly IP;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Documentation to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Calendly IP or Documentation, in whole or in part;

(iv) bypass or breach any security device or protection used by the Services or Documentation or access or use the Services or Calendly IP other than by an Authorized User through the use of his or her own then valid access credentials;

(v) input, upload, transmit, or otherwise provide to or through the Services or Calendly IP, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Calendly IP, or Calendly's provision of services to any third party, in whole or in part;

(vii) remove, delete, alter, or obscure any trademarks, specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Calendly IP, including any copy thereof;

(viii) access or use the Services or Calendly IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Calendly customer), or that violates any applicable Law;

(ix) access or use the Services or Calendly IP for purposes of competitive analysis of the Services or Calendly IP, the development, provision, or use of a competing software service or product or any other purpose that is to the Calendly's detriment or commercial disadvantage;

(x) access or use the Services or Calendly IP in, or in association with, the transmission of "Highly Sensitive Personal Information" defined as an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) confidential financial information, financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data; or

(xi) otherwise access or use the Services or Calendly IP beyond the scope of the authorization granted under this Agreement.

(d) **Reservation of Rights.** Calendly reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Calendly IP.

(e) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Calendly may temporarily or permanently suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Calendly reasonably determines that (A) there is a threat or attack on any of the Calendly IP; (B) Customer's or any Authorized User's use of the Calendly IP disrupts or poses a security risk to the Calendly IP or to any other customer or vendor of Calendly; (C) Customer, or any Authorized User, is using the Calendly IP for fraudulent activities, illegal activities, or activities that violate any relevant law or terms of this Agreement; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Calendly's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (F) in accordance with Section 5(a); or in case of a planned or unplanned emergency maintenance (any such suspension described in this subclause 2(e), a "**Service Suspension**"). Calendly will use commercially reasonable efforts to provide notice of any

Service Suspension on [www.calendlystatus.com](http://www.calendlystatus.com) and to provide updates regarding resumption of access to the Services following any Service Suspension. If Service Suspension is temporary, Calendly shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Calendly will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Calendly may collect and compile Aggregated Statistics. As between Calendly and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Calendly. Customer acknowledges that Calendly may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Calendly may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer Data or Customer's Confidential Information and are unable to be reidentified.

### **3. Customer Responsibilities.**

(a) **General.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) **Third-Party Integrations.** Calendly may from time to time make Third-Party Integrations available to Customer. For purposes of this Agreement, such Third-Party Integrations will be separately purchased by Customer from the third party and are subject to their own terms and conditions between Customer and the third-party provider. If Customer does not agree to abide by the applicable terms for any such Third-Party Integrations, then Customer should not install or use such integrations with the Services.

### **4. Service Levels and Support.**

(a) **Service Level Schedule.** Subject to the terms and conditions of this Agreement and as outlined in Service Level Schedule ("**Exhibit A**"), Calendly shall use commercially reasonable efforts to make the Services available to Customer. The current real-time and historical uptime of Calendly Services can be viewed at and subscribed to at [www.calendlystatus.com](http://www.calendlystatus.com).

(b) **Support.** The access rights granted hereunder entitle Customer to the support services described from time to time on Calendly's website following the Effective Date under this Agreement and thereafter.

**5. Fees and Payment.**

(a) **Fees.** Customer shall pay Calendly the fees ("**Fees**") as set forth in the Pricing Proposal without offset or deduction. Customer shall be required to maintain a minimum spend and subscription of 30 seats on Calendly's enterprise plan under this Agreement and the preservation of any discounts is subject to maintaining or increasing subscription seat numbers at Calendly's sole discretion.

(b) **Taxes and Fees.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes, payment processing charges, and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Calendly's income. Customer expressly authorizes Calendly to charge the applicable taxes, fees, and payment processing charges on Customer's chosen payment method.

**6. Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information marked, designated, or reasonably viewed as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or Affiliates who have a need to know the Confidential Information for the receiving Party to exercise its rights, perform its obligations hereunder, or internal business purposes. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

**7. Intellectual Property Ownership; Feedback.**

(a) **Calendly IP.** Customer acknowledges that, as between Customer and Calendly, Calendly owns all right, title, and interest, including all intellectual property rights, in and to the Calendly IP.

(b) **Customer Publicity.** Unless Customer has specifically notified Calendly in writing, Calendly may not disclose Customer as a customer of Calendly and may not use Customer's name and logo on the Website and in Calendly's promotional content.

(c) **Customer Data.** Calendly acknowledges that the use of Personal Data (as such term is defined in Exhibit B) within Customer Data is governed by the Data Processing Addendum ("**Exhibit B**"), as applicable, and that Calendly's obligations with respect to the protection of Customer Data are set out in the Information Security Addendum ("**Exhibit C**"), which are hereby incorporated into this Agreement by reference. The Customer hereby grants to Calendly a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data solely as may be necessary for Calendly to provide the Services to Customer.

(d) **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Calendly by mail, email, telephone, or otherwise, suggesting or recommending changes to the Calendly IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Calendly is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Calendly on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Calendly is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. For the avoidance of doubt, Calendly is not required to use any Feedback and Customer is not required to provide Feedback.

## **8. Warranty; Disclaimer.**

(a) **Calendly Warranty.** Calendly represents and warrants that the Services will conform to their Documentation, will be provided in accordance with all applicable laws, rules and regulations, and will be regularly scanned using commercially available scanning program to ensure the Services are free of viruses, exploitable security vulnerabilities, malware and other harmful and malicious code ("Harmful Code").

(b) **Customer Warranty.** Customer represents and warrants that the Customer Data, or Customer's use of the Customer Data does not infringe or misappropriate such third party rights regarding all applicable laws and regulations and Customer Data does not contain: (i) protected health information or information subject to Health Insurance Portability and Accountability Act ("HIPAA") compliance or other relevant law or regulation; (ii) information subject to Sarbanes-Oxley Act ("SOX"), Gramm-Leach-Bliley Act ("GLBA") requirements or other relevant law or regulation; (iii) information that falls within the definition of "special categories of data" under data protection laws.

(c) **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE CALENDLY IP IS PROVIDED "AS IS" AND CALENDLY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, STATUTORY, OR OTHERWISE. CALENDLY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CALENDLY MAKES NO WARRANTY OF ANY KIND THAT THE CALENDLY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS,



OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CALENDLY STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY INTEGRATIONS.

**9. Indemnification.**

**(a) Calendly Indemnification.**

(i) Calendly shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, patents, copyrights, or trade secrets, provided that Customer promptly notifies Calendly in writing of the claim, cooperates with Calendly with regard to pre-litigation and litigation related to any such claim, and allows Calendly sole authority to control the defense and settlement of such claim; provided Calendly shall not settle a claim without consent from Customer, for which consent shall not unreasonably be withheld and further provided that Customer will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(ii) If such a claim is made or appears possible, Customer agrees to permit Calendly, at Calendly's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Calendly determines that neither alternative is reasonably available, Calendly may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises during Customer's breach of this Agreement or from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Calendly and authorized by Calendly in writing; (B) modifications to the Services not made by Calendly; or (C) Third-Party Integrations.

(b) **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at Calendly's option, defend Calendly from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Calendly or authorized by Calendly in writing; or (iv) modifications to the Services not made by Calendly, provided that Customer may not settle any Third-Party Claim against Calendly unless Calendly consents to such settlement, and further provided that Calendly will have the right, at its option, to defend

itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

**(c) Limitations of Liability.**

(i) IN NO EVENT WILL THE PARTIES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CALENDLY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(ii) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY OR CALENDLY'S INDEMNIFICATION OBLIGATIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE TIMES THE TOTAL AMOUNTS PAID OR PAYABLE TO CALENDLY UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**10. Term and Termination.**

(a) **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in as indicated in the Pricing Proposal (the "**Initial Term**"). This Agreement will renew for additional successive terms as indicated in the Pricing Proposal (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) **Termination.** In addition to any other express termination right set forth in this Agreement:

(i) Calendly may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder; or (B) breaches any of its obligations under this Agreement;

(ii) Customer may terminate this Agreement at any time, effective immediately on written notice to the Calendly.

(c) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the paid Services and Calendly IP. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) **Survival.** This Section 10(d) and any provision of this Agreement that by its nature is intended to survive will survive any cancellation, termination or expiration of this Agreement.

## 11. Miscellaneous.

(a) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. Customer by its signature below hereby certifies that Customer agrees to be bound by the terms and conditions of this Agreement, which include the Privacy Policy (Calendly.com/privacy) and End User License Agreement (Calendly.com/eula), as may be updated from time to time. No additional terms, conditions, consent, waiver, alteration, or modification shall be binding unless in writing and signed by both parties. Acceptance of any order by Calendly is expressly limited to the terms and conditions of this Agreement. Any proposed additional or inconsistent terms or conditions, including those in or accompanying any Customer proposal, any Customer purchase order, or other agreement or any other Customer document issued in connection with the sale or delivery of Products or Services is deemed by Calendly to be a material change and is objected to and rejected by Calendly. Calendly's acceptance of any orders will not constitute acceptance of any terms and conditions contained therein. In the event of any inconsistency between the statements made in the body of this Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, any other documents incorporated herein by reference.

(b) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the email address designated on the signature page (or to such other email address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by email (with confirmation of transmission). Except as otherwise provided in this Agreement, a Notice is effective only if the Party giving the Notice has complied with the requirements of this Section.

(c) **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (excluding non-payment), if and to the extent such failure or delay is caused by any circumstances beyond Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, epidemics, contractor difficulties, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such

term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in Wilmington, Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) **Canada.** The parties declare that they have required that these Terms and Conditions and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou le future, soient rédigés en langue anglaise seulement.*

(h) **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which prior written consent is not required unless such an aforementioned occurrence involves a direct competitor of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) **Export Regulation.** Both Parties shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(j) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) **Paid Services.** This Agreement applies only to Services for Authorized Users. This Agreement does not apply to plans or accounts outside of the Customer's Services. Upon Termination of this Agreement or downgrading of plans from Calendly's Enterprise Plan, Calendly's Documentation governing free accounts shall apply, and this

Agreement along with any addendums, modifications, and related Documentation shall not apply.

(l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Calendly, LLC

Oakland Unified School District

By: DocuSigned by: Marquese Cunningham  
4BF4FF5BD62B424...

By: DocuSigned by: Jennifer Blake  
38E52FA35911498...

Name: Marquese Cunningham  
Mgr, Deal Desk

Name: Jennifer Blake

Title: \_\_\_\_\_

Title: Executive Director

Date: 4/28/2023

Date: 4/28/2023

Email (for Notices): legal@calendly.com

Email (for Notices): jennifer.blake@ousd.org

Customer Signature: Mike Hutchinson

Customer Signature: Kyla Johnson-Trammell

Company: Oakland Unified School District

Company: Oakland Unified School District

Name: Mike Hutchinson, President, Board of Education

Name: Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education

Date Signed: 6/29/2023

Date Signed: 6/29/2023

Approved as to Form:

DocuSigned by: Roxanne De La Rocha  
B2B4006ED0844C4...

## EXHIBIT A - CALENDLY SERVICE LEVEL SCHEDULE

- i. **Service Level.** Subject to the terms and conditions of this Agreement, Calendly shall use commercially reasonable efforts to make the Services available to Customer at least 99% of the time as measured over the course of each calendar month during the Term but excluding unavailability as a result of any Service Suspension (the “**Availability Commitment**”). The current and historical uptime of Calendly Services can be viewed at [www.calendlystatus.com](http://www.calendlystatus.com). If Calendly does not meet the Availability Commitment within a given calendar month Calendly will credit Customer’s account pursuant to the process set forth in Section 3 below.

“**Available**” means the Services are available and operable for access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation. “Availability” has a correlative meaning. The Services are not considered Available in the event of a material performance degradation or inoperability of the Services, in whole or in part.

“**Chronic Service Outage**” means (i) where the SLA Availability requirement) is not met on 2 occasions within any 12 calendar months; or (ii) where SLA Availability falls below 90% in any one calendar month. Customer shall be entitled at its sole discretion to immediately terminate the Agreement and receive a full refund of all prepaid fees for the unexpired portion of the subscription term following the termination date should a Chronic Service Outage occur.

ii. **Service Credits**

Service Level based on the actual uptime	Remedial action/service credits
Above 99%	No action will be taken.
98.00 to 98.9%	10% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime.
95.00 to 97.99%	25% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime
0 to 94.99%	50% credit of fee for affected calendar month will be posted to next billing cycle, and remedial action will be taken to address issues causing any downtime

- iii. **Service Availability Reports.** In real time simultaneously with the performance of the Services, Calendly shall provide Availability status on [www.calendlystatus.com](http://www.calendlystatus.com). Within 30 days after the end of each calendar quarter, Calendly shall provide to Customer a report should the Availability drop below 99%. The report shall be in electronic or such other form as Calendly may approve in writing and shall include, at a minimum: (a) the actual performance of the Services relative to the Availability Requirement and Documentation; and (b) if

Subscription Service performance has failed in any respect to meet or exceed the Availability Requirement of Documentation during the reporting period, a description in sufficient detail to inform Customer of the cause of such failure and the corrective actions Calendly has taken and will take to ensure that the Availability Requirement and Documentation are fully met.

- iv. **Service Credits.** SLA downtime shall begin to accrue from the time that downtime is taking place and continues until the availability of the Service is restored. If Calendly fails to meet the **SLA** in any calendar month, then Customer shall receive Service Credits as set out in Section 2 above. Service Credits shall be credited to the Customer in the first monthly invoice following determination of the applicable failure to meet the SLA. Such credits may not be redeemed for cash.

## EXHIBIT B – DATA PROCESSING ADDENDUM

This Data Processing Addendum, including the Standard Contractual Clauses referenced herein (“DPA”), amends and supplements any existing and currently valid agreement (the “Agreement”) either previously or concurrently made between you (together with subsidiary(ies) and Affiliates, collectively, “Customer”) and Calendly LLC (together with subsidiary(ies) and Affiliates, collectively “Calendly” or “Processor”) and sets forth other terms that apply to the extent any information you provide to Processor pursuant to the Agreement includes Personal Data (as defined below). This DPA is effective as of the last signature date on the Agreement.

### 1.0 **Defined Terms.** The following definitions are used in this DPA:

1.1 “Authorized Personnel” means (a) Calendly’s employees who have a need to know or otherwise access Personal Data for the purposes of performing applicable services; and (b) Calendly’s contractors, agents, and auditors who have a need to know or otherwise access Personal Data to enable Calendly to perform its obligations under the Agreement and this DPA, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Data in accordance with the terms and conditions of this DPA.

1.2 “CCPA” means the California Consumer Privacy Act (California Consumer Privacy Act of 2018, Cal. Civ. Code § [1798.100 - 1798.199.100]) as amended, including by the California Privacy Rights Act of 2020 and its implementing regulations.

1.3 “Data Protection Laws” means all applicable federal, state, and foreign data protection, privacy and data security laws, as well as applicable regulations and formal directives intended by their nature to have the force of law, all as amended from time to time, including, without limitation, the EU Data Protection Laws, UK Data Protection Laws, the Swiss Data Protection Laws, the CCPA, the Virginia Consumer Data Protection Act (“VCDPA”), the Colorado Privacy Act (“CPA”), the Connecticut Data Privacy Act (“CTDPA”), and the Utah Consumer Privacy Act (“UCPA”) but excluding, without limitation, consent decrees.

1.4 “Data Subject” means the individual or consumer to whom Personal Data relates.

1.5 “EU Data Protection Laws” means GDPR together with any applicable implementing legislation or regulations, as well as European Union or Member State laws, as amended from time to time.

1.6 “GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.)

1.7 “Personal Data” means any Customer Data relating to an identified or identifiable natural person that is Processed by Calendly on behalf of Customer in connection with providing the Services to Customer, when such information is protected as “personal data” or “personal information” or a similar term under Data Protection Law(s).

1.8 “Process” or “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.



1.9 “Security Breach” means a confirmed breach of Calendly’s information security measures leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data covered by this DPA.

1.10 “Services” means the services provided by Calendly to Customer under the Agreement.

1.11 “Standard Contractual Clauses” or “SCCs” means the model clauses for the transfer of Personal Data to processors established in third countries approved by the European Commission, the approved version of which is set out in the European Commission Implementing Decision 2021/914 of 4 June 2021 and at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=e](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=e).

1.12 “Swiss Data Protection Laws” means all laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in Switzerland, including the Federal Act on Data Protection of June 19, 1992 and its ordinances, and, once it entered into force, in accordance with Article 16 paragraph 2 letter d of the future revised Swiss Federal Act on Data Protection dated 25 September 2020 (collectively, “FADP”).

1.13 “UK Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (the “SCCs” defined above) issued by the Commissioner under S119A(1) Data Protection Act 2018, Version B1.0, in force 21 March 2022 and available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>.

1.14 “UK Data Protection Laws” means all laws relating to data protection, the Processing of Personal Data, privacy and/or electronic communications in force from time to time in the United Kingdom (“UK”), including the United Kingdom GDPR and the Data Protection Act 2018.

1.15 “UK GDPR” means the United Kingdom General Data Protection Regulation, as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018.

1.16 The terms “Processor” and “Controller” shall have the meanings given to them under the applicable Data Protection Law. Any capitalized terms herein that are not defined in this DPA shall have the meanings associated with them in the Agreement and are hereby adopted by reference in this Addendum.

## **2.0 Processing and Transfer of Personal Data.**

2.1 Customer Obligations. Customer is the Controller of Personal Data and shall (a) determine the purpose and essential means of the Processing of Personal Data in accordance with the Agreement; (b) be responsible for the accuracy of Personal Data; and (c) comply with its obligations under Data Protection Laws, including, when applicable, ensuring Customer has a lawful basis to collect Personal Data, providing Data Subjects with any required notices, and/or obtaining the Data Subject’s consent to process the Personal Data.

2.2 Calendly Obligations. Calendly is the Processor of Personal Data and shall (a) Process Personal Data on Customer’s behalf in accordance with Customer’s written instructions (unless waived in a written requirement) provided during the term of this DPA; and (b) comply with its obligations under Data Protection Laws. A description of the processing of Personal Data intended to be carried out under this DPA is set out in Annex 1 of Schedule A attached hereto. The parties agree that the Agreement, including this DPA, together with Customer’s use of the Services in compliance with the Agreement, constitute Customer’s complete and final written instruction to Calendly in relation to the Processing of Personal Data, and additional instructions

outside the scope of these instructions shall require a prior written and mutually executed agreement between Customer and Calendly. In the event Calendly reasonably believes there is a conflict with any Data Protection Law and Customer's instructions, Calendly will inform Customer promptly and the parties shall cooperate in good faith to resolve the conflict and achieve the goals of such instruction.

2.3 Data Use. Calendly shall not use Personal Data, except for usage of Personal Data pursuant to Customer's instructions, and as necessary to bring and defend claims, to comply with requirements of the legal process, to cooperate with regulatory authorities, and to exercise other similar permissible uses as expressly provided under Data Protection Laws.

2.4 Location of Processing. The parties acknowledge and agree that processing of the Personal Data will occur in the United States and perhaps other jurisdictions outside the residence of the Data Subjects, and Customer shall comply with all notice and consent requirements for such transfer and processing to the extent required by Data Protection Laws.

2.5 Return or Destruction of Data. Calendly shall return or securely destroy Personal Data, in accordance with Customer's instructions, upon Customer's request or upon termination of Customer's account(s) unless Personal Data must be retained to comply with applicable law.

**3.0 EU, Swiss, and UK Data Protection Laws.** This Section 3 shall apply with respect to Processing of Personal Data when such Processing is subject to the EU Data Protection Laws, Swiss Data Protection Laws, or UK Data Protection Laws.

3.1 Transfers of Personal Data. Customer acknowledges and agrees that Calendly is located in the United States and that Customer's provision of Personal Data from the European Economic Area ("EU"), Switzerland or the United Kingdom to Calendly for Processing is a transfer of Personal Data to the United States. All transfers of Customer Personal Data out of the EU ("EU Personal Data"), Switzerland ("Swiss Personal Data") or the United Kingdom ("UK Personal Data") to the United States shall be governed by the Standard Contractual Clauses, and the UK Addendum as applicable, as follows:

a. For such transfers of EU Personal Data, or transfers containing Swiss Personal Data that are subject to both EU Data Protection Laws and Swiss Data Protection Laws (in this latter case, the parties shall adopt the GDPR standard for all data transfers), Module 2 of the SCCs for Controller to Processor transfers, together with Annexes set out in Schedule A to this DPA, shall apply and are incorporated into this DPA, and the parties agree that the following terms apply: (a) Clause 7 shall not apply; (b) Option 2 of Clause 9(a) shall apply with a time period of 30 days in advance; (c) the optional language in Clause 11(a) shall not apply; (d) the governing law shall be that of Ireland in Clause 17; (e) disputes shall be resolved by the courts of Ireland in Clause 18; and (f) the annexes are completed in Schedule A to this DPA.

b. For such transfers of only Swiss Personal Data, Module 2 of the SCCs for Controller to Processor transfers, together with Annexes set out in Schedule A to this DPA, shall apply and are incorporated into this DPA, and the parties agree that the following terms apply: (a) Clause 7 shall not apply; (b) Option 2 of Clause 9(a) shall apply with a time period of 30 days in advance; (c) the optional language in Clause 11(a) shall not apply; (d) the competent supervisory authority in Annex I.C under Clause 13 shall be the Federal Data Protection and Information Commissioner; (e) the governing law shall be that of Switzerland in Clause 17; (e) disputes shall be resolved by the courts of Switzerland in Clause 18; (f) the annexes are completed in Schedule

A to this DPA and (g) any references to the GDPR are to be understood as references to the FADP.

c. For transfers of Swiss Personal Data subject to Sections 3.1.a. and 3.1.b of this DPA, the term 'member state' shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in Switzerland in accordance with Clause 18c.

d. For such transfers of UK Personal Data, Module 2 of the SCCs shall apply as set forth in subsection 3.1.a above, and the UK Addendum as set out in Schedule B to this DPA shall apply and is incorporated into this DPA.

3.2 GDPR and UK GDPR Obligations. Calendly shall: (a) assist Customer, to a reasonable extent, in complying with its obligations with respect to EU Personal Data pursuant to Articles 32 to 36 of GDPR (or their equivalent under UK Data Protection Laws for UK Personal Data); (b) maintain a record of all categories of Processing activities carried out on behalf of Customer in accordance with Article 30(2) of the GDPR (or their equivalent under UK Data Protection Laws for UK Personal Data); and (c) cooperate, on request, with an EU or UK supervisory authority regarding the performance of the Services.

**4.0 United States Data Protection Laws.** This Section 4 shall apply with respect to Processing of Personal Data when such Processing is subject to Data Protection Laws in the United States.

4.1 **CCPA/CPRA.** This subsection 4.1 applies to Calendly's, and Calendly acts as Customer's service provider with respect to, Processing of Personal Data subject to the CCPA. Customer discloses the Personal Data to Calendly, and Calendly shall Process such Personal Data only for the purposes as set out in this Agreement, including this DPA.

a. Calendly shall not:

i. sell or share the Personal Data;

ii. retain, use, or disclose the Personal Data (i) for any purpose other than the business purposes as set out in the Agreement, including retaining, using, or disclosing the Personal Data for a commercial purpose other than the business purposes specified in the Agreement, or as otherwise permitted by the CCPA; or (ii) outside of the direct business relationship between the parties;

iii. combine the Personal Data that Calendly receives from, or on behalf of, Customer with Personal Data that Calendly receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Calendly may combine Personal Data to perform any business purpose as permitted by the CCPA, including regulations thereto, or by regulations adopted by the California Privacy Protection Agency.

b. Calendly shall comply with obligations applicable to it as a service provider under the CCPA, and shall provide Personal Data with the same level of privacy protection as is required by the CCPA.

c. Customer shall have the right to take reasonable and appropriate steps to help ensure that Calendly uses the Personal Data in a manner consistent with Customer's obligations under the CCPA. The process for such steps shall be as set out in Section 9 below.

d. Calendly shall notify Customer if it makes a determination that it can no longer meet its obligations as a service provider under the CCPA. If Calendly so notifies Customer, Customer shall have the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

e. For any sub-processors used by Calendly to process Personal Data subject to the CCPA, in addition to its obligations in Section 5 below, Calendly's agreement with any such sub-processor shall obligate such sub-processor to observe the requirements set forth in subsection 4.1.a above.

f. For purposes of this Section 4, the terms "consumer", "service provider", "sell" and "share" shall have the meanings given to them under the CCPA.

**4.2 Virginia, Colorado, Connecticut and Utah.** For the avoidance of doubt and for purposes of the VCDPA, CPA, CTDPA and UCPA, the relevant details of Processing set forth in Section B in Schedule A shall apply.

## **5.0 Sub-processors.**

5.1 Sub-processor List. Customer consents to Calendly's use of the sub-processors set out in Schedule A attached hereto. Calendly may update its list of sub-processors from time to time, and shall make available any updates to such list here: <https://help.calendly.com/hc/en-us/articles/360047345493-Calendly-sub-processors-GDPR-CCPA->.

5.2 Notice. Calendly will provide Customer with a mechanism to receive notice of updates to its sub-processor list. Calendly will notify Customer via such mechanism if Customer has signed up to receive notification of any such updates at least thirty (30) days prior to any such update taking effect. Customer may make an objection to a new sub-processor within thirty (30) days of receiving a notification from Calendly by emailing [privacy@calendly.com](mailto:privacy@calendly.com) if Customer has reasonable concerns related to such sub-processor's data protection. Upon Customer's objection, the parties shall work together in good faith to address Customer's concerns. If the parties are unable to reach a resolution, Customer may terminate that portion of the Services that involve the use of such sub-processor without penalty.

5.3 Sub-processor Agreements. Calendly shall enter into a written agreement with any such sub-processor containing data protection obligations that are at least as restrictive as its obligations in this DPA.

**6.0 Customer Representation and Warranty.** Customer represents and warrants on behalf of itself and its employees that the Personal Data provided to Calendly for processing under the Agreement and this DPA is collected and/or validly obtained and utilized by Customer and its employees in compliance with all Data Protection Laws, including without limitation the disclosure, informed affirmative consent and targeted advertising provisions of the Data Protection Laws, including without limitation Chapter II of the GDPR, and Customer shall defend, indemnify and hold harmless Calendly from and against all loss, expense (including reasonable out-of-pocket attorneys' fees and court costs), damage, or liability arising out of any claim arising out of a breach of this Section 6.

## **7.0 Data Protection.**

7.1 Data Security. Calendly will utilize commercially reasonable efforts to protect the security, confidentiality, and integrity of the Personal Data transferred to it using reasonable administrative, physical, and technical safeguards. Notwithstanding the generality of the foregoing, Calendly shall: (a) employ reasonable administrative, physical, and technical safeguards (including commercially reasonable safeguards against worms, Trojan horses, and other disabling or

damaging codes) to afford protection of the Personal Data in accordance with Data Protection Laws as would be appropriate based on the nature of the Personal Data; (b) utilize commercially reasonable efforts to keep the Personal Data reasonably secure and in an encrypted form, and use industry standard security practices and systems applicable to the use of Personal Data to prevent, and take prompt and proper remedial action against unauthorized access, copying, modification, storage, reproduction, display, or distribution of Personal Data; and (c) cease to retain documents containing Personal Data, or remove the means by which Personal Data can be associated with particular individuals reasonably promptly after it is reasonable to assume that (i) the specified purposes are no longer being served by Calendly's retention of Personal Data, and (ii) retention is no longer necessary for legal or business purposes.

7.2 Authorized Personnel. Calendly shall ensure that Authorized Personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality with obligations at least as restrictive as those contained in this DPA.

7.3 Security Breaches. After confirmation of a Security Breach, (a) Calendly will promptly: (i) notify Customer of the Security Breach; (ii) investigate the Security Breach; (iii) provide Customer with necessary details about the Security Breach as required by applicable law; and (iv) take reasonable actions to prevent a recurrence of the Security Breach; and (b) Calendly agrees to cooperate in Customer's handling of the matter by: (i) providing reasonable assistance with Customer's investigation; and (ii) making available relevant records and other materials related to the Security Breach's effects on Customer, as required to comply with Data Protection Laws.

## **8.0 Assistance.**

8.1 Processor Assistance. Upon Customer's written request, Calendly shall provide reasonable assistance to Customer as necessary in order to assist Customer with meeting its obligations under Data Protection Laws, including by providing information to Customer about Calendly's technical and organizational security measures, and as needed to complete data protection assessments.

8.2 Data Subject Requests. Calendly shall reasonably assist Customer with the fulfilment of Customer's obligations to Data Subjects exercising rights afforded by Data Protection Laws with respect to Personal Data in the event that Customer cannot act on such request without Calendly's assistance. If a Data Subject makes a request to Calendly to exercise a right with respect to his or her Personal Data of which Customer is the Controller, Calendly will promptly inform Customer of the request, and will advise the Data Subject to submit their request directly to Customer. Customer will be responsible for addressing such request.

**9.0 Audits.** Within thirty (30) days of Customer's written request, and no more than once annually and subject to the confidentiality obligations set forth in the Agreement, Calendly shall make available to Customer (or a mutually agreed upon third-party auditor) information reasonably necessary to demonstrate Calendly's compliance with the obligations set forth in this DPA.

## **10.0 Miscellaneous.**

10.1 Conflict. In the event of any conflict or inconsistency between this DPA and Data Protection Laws, Data Protection Laws shall prevail. In the event of any conflict or inconsistency between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail solely to the extent that the subject matter concerns the processing of Personal Data.

10.2 Amendments. This DPA shall not be modified except by a written instrument signed by the parties. To the extent that it is determined by any data protection authority that the Agreement or this DPA is insufficient to comply with Data Protection Laws or changes to Data Protection Laws, Customer and Calendly agree to cooperate in good faith to amend the Agreement or this DPA or enter into further mutually agreeable data processing agreements in an effort to comply with all Data Protection Laws.


10.3 Liability. Each Party's liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability contained in the Agreement. For the avoidance of doubt, each reference herein to the "DPA" means this DPA including its schedules and annexes.

10.4 Entire Agreement. This DPA is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. This DPA together with the Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter.

IN WITNESS WHEREOF, Customer and Processor have caused this DPA to be executed by their respective, duly authorized officers or representatives.

Processor: Calendly, LLC  
By: DocuSigned by:  
Marquese Cunningham  
4BF5FF5BD82B424...  
Name: Marquese Cunningham  
Title: Mgr, Deal Desk  
Date: 4/28/2023

Customer: Oakland Unified School District  
By: DocuSigned by:  
Jennifer Blake  
38E52FA35911498...  
Name: Jennifer Blake  
Title: Executive Director  
Date: 4/28/2023

Customer Signature:   
Company: Oakland Unified School District

Name: Mike Hutchinson, President, Board of Education  
Date Signed: 6/29/2023

Approved as to Form:

DocuSigned by:  
Roxanne De La Rocha  
B2B4006ED0844C4...  
Customer Signature:   
Company: Oakland Unified School District

Name: Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education  
Date Signed: 6/29/2023

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DD

**SCHEDULE A**

The Annexes in this schedule form part of the Standard Contractual Clauses.

**Annex I**

A. List of Parties

**Data exporter**

Data exporter is Customer.

Address:

Contact person’s (DPO and/or EU representative) name, position, and contact details:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Contact Details: \_\_\_\_\_

Activities relevant to the data transferred under these Clauses: Activities necessary to provide the Services described in the Agreement.

Signature and date: Customer is deemed to have signed this Annex I by its execution of this DPA.

**Data importer**

The data importer is Calendly.

Address: 115 E Main St, Ste A1B, Buford, GA 30518

Contact person’s (DPO and/or EU representative) name, position, and contact details:

Name: Lauren Page  
Position: Manager, Privacy and Data Governance  
E-Mail: [privacy@calendly.com](mailto:privacy@calendly.com)

Activities relevant to the data transferred under these Clauses: Activities necessary to provide the Services described in the Agreement.

Signature and date: Calendly is deemed to have signed this Annex I by its execution of this DPA.

B. Description of Transfer

Categories of data subjects whose personal data is transferred

Data exporter may submit Personal Data to Calendly, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects: (i) the data exporter’s end-users including employees, contractors, representatives, business partners, collaborators, and customers, and (ii) persons with whom data exporter is scheduling appointments through use of

data importer's Services which may include its representatives, business partners, collaborators, customers, and potential customers.

### **Categories of personal data transferred**

Data exporter may submit Personal Data to Calendly, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: (a) First and last name; (b) Title; (c) Position; (d) Employer; (e) Contact information (company, email, phone, physical business address); (f) Connection data; (g) Localisation data; and (h) other data in an electronic form used by Customer in the context of the Services.

### **Sensitive data transferred (if applicable)**

None

### **The Frequency of the Transfer**

Continuous

### **Nature of the processing**

The processes may include collection, storage, retrieval, consultation, use, erasure, or destruction, disclosure by transmission, dissemination, or otherwise making available data exporter's data as necessary to provide the Services in accordance with the data exporter's instructions, including related internal purposes (such as quality control, troubleshooting, product development, etc.)

### **Purpose(s) of the data transfer and further processing**

The objective of the processing of Personal Data by the data importer is the performance of the contractual Services under the Agreement with the data exporter.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:*

Personal data is retained for so long as is reasonably necessary to fulfill the purposes for which the data was collected, to perform our contractual and legal obligations, and for any applicable statute of limitations periods for the purposes of bringing and defending claims.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:*

The subject matter and nature of the processing by sub-processors is as set out in Annex III to this DPA. The duration of the processing by sub-processors shall be for so long as data importer provides the Services under the Agreement to data exporter.



## C. Competent Supervisory Authority

**Identify the competent supervisory authority/ies in accordance with Clause 13**

Irish Data Protection Commission

**Annex II: Technical And Organisational Measures Including Technical And Organisational Measures To Ensure The Security Of The Data**

Processor will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of personal data transferred to Processor as described in this DPA and at the following link: <https://calendly.com/security>.

**Annex III: Processor's Sub-Processors**

The Customer has authorised the use of the following **Sub-processors** effective as of the date of this DPA (also available at <https://help.calendly.com/hc/en-us/articles/360047345493>):

Sub-Processor Name	Permitted Sub-Processor Activities	Data Protection Officer Contact Details	Address	Processing Location(s)
Airbrake	Developer tool	privacy@airbrake.io	98 San Jacinto Blvd, Suite 1300 Austin, TX 78701	California, USA
Aiven	Infrastructure	privacy@aiven.io	Antinkatu 1, 6th Floor, 00100 Helsinki, Finland	Virginia, USA
Amazon Web Services	Infrastructure	aws-EU-privacy@amazon.com	410 Terry Avenue North, Seattle, WA	Washington, USA
CloudFlare	Infrastructure	privacyquestions@cloudflare.com	106 E. 6th Street Suite 350. Austin, TX 78701	California, USA
Datadog, Inc.	Developer tool and logging	gdpr@datadoghq.com	620 8th Avenue, Floor 45, New York, NY 10018	California, USA
E-HAWK LLC	Malicious actor detection tools	support@ehawk.net	174 5TH Ave Saratoga Springs, NY, 12866-3704	New York, USA and The Netherlands
Elasticsearch	In-app search services	dpo@elastic.co	800 West El Camino Real Suite 350 Mountain View, California 94040	California, Virginia and Iowa, USA
Google	Analytics, internal collaboration, and infrastructure	Web Intake Form: <a href="https://support.google.com/cloud/contact/dpo">https://support.google.com/cloud/contact/dpo</a>	1600 Amphitheatre Parkway, Mountain View, CA, 94043	California, USA
MaestroQA, Inc	Customer Support Tool	privacy@maestroqa.com	MaestroQA, Inc. Attn: Chief Privacy Officer 33 West 17 <sup>th</sup> Street, Floor 4 New York, NY 10011	New York, USA

Pendo	Product Experience Tool	gdpr@pendo.io	301 Hillsborough St, Suite 1900, Raleigh, NC 276031, USA	North Carolina, USA
Qualtrics	Customer feedback tool	privacy@qualtrics.com	333 W. River Park Drive Provo, UT	Utah, USA
SurveyMonkey (Usabilla)	Customer Service Tool	Web Intake Form: <a href="https://help.surveymonkey.com/en/contact/?l=en&amp;form=data request">https://help.surveymonkey.com/en/contact/?l=en&amp;form=data request</a>	One Curiosity Way, San Mateo, CA 94403	California, USA
Twilio	External communication	privacy@twilio.com	375 Beale Street, Suite 300 San Francisco, CA 94105	California, USA
Zendesk	External communication and customer service tool	privacy@zendesk.com	989 Market St San Francisco, CA 94103	California, USA

**SCHEDULE B**



Information Commissioner's Office

Standard Data Protection Clauses to be issued by the  
Commissioner under S119A(1) Data Protection Act 2018

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International Data Transfer Addendum to the EU Commission  
Standard Contractual Clauses

**VERSION B1.0, in force 21 March 2022**

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This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

**Table 1: Parties**

<b>Start date</b>	The effective date of the DPA.	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>

<b>Parties' details</b>	<p>Full legal name: As set out in Annex I of Schedule A</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address): As set out in Annex I of Schedule A</p> <p>Official registration number (if any) (company number or similar identifier):</p>	<p>Full legal name: As set out in Annex I of Schedule A</p> <p>Trading name (if different): Calendly</p> <p>Main address (if a company registered address): As set out in Annex I of Schedule A</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>
<b>Key Contact</b>	<p>Full Name (optional): As set out in Annex I of Schedule A</p> <p>Job Title: As set out in Annex I of Schedule A</p> <p>Contact details including email: As set out in Annex I of Schedule A</p>	<p>Full Name (optional): As set out in Annex I of Schedule A</p> <p>Job Title: As set out in Annex I of Schedule A</p> <p>Contact details including email: As set out in Annex I of Schedule A</p>
<b>Signature required for the purposes of Section 2)</b>	<p>Exporter is deemed to have signed this Addendum by its execution of this DPA.</p>	<p>Importer is deemed to have signed this Addendum by its execution of this DPA.</p>

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>	<p><input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: As set out in the DPA</p> <p>Reference (if any): As set out in the DPA</p> <p>Other identifier (if any): N/A</p>
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**Table 3: Appendix Information**

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As set out in Annex I of Schedule A

Annex 1B: Description of Transfer: As set out in Annex I of Schedule A

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As set out in Annex II of Schedule A

Annex III: List of Sub processors (Modules 2 and 3 only): As set out in Annex III of Schedule A

**Table 4: Ending this Addendum when the Approved Addendum Changes**

<b>Ending this Addendum when the Approved Addendum changes</b>	<p>Which Parties may end this Addendum as set out in Section 19:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Importer</li> <li><input checked="" type="checkbox"/> Exporter</li> </ul>
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**Part 2: Mandatory Clauses**

<b>Mandatory Clauses</b>	<p>Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.</p>
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## EXHIBIT C - CALENDLY INFORMATION SECURITY ADDENDUM

### **Security Policies and Procedures**

The Services are operated in accordance with the following policies and procedures to enhance security:

- Customer passwords are stored using a one-way salted hash.
- Data center physical access logs, system infrastructure logs, and application logs will be kept for a minimum of one (1) year. Logs will be kept in a secure area to prevent tampering.
- Passwords are not logged.
- All application changes require secure SDLC adherence.
- Employees undergo industry standard security awareness training.
- Company owned devices operate endpoint encryption, antivirus protection, and endpoint management tools.
- Biannual penetration testing performed by reputable third party.

### **Security Controls**

The Services include customer-configurable security controls that allow Customer to tailor the security of the Services for its own use. These controls include:

- Unique User identifiers (User IDs) to ensure that activities can be attributed to the responsible individual.
- Role based access controls to restrict access to user and application data.
- Use of SSO to manage login controls.

### **Software Security**

The Services include effective and comprehensive controls to prevent the classes of software vulnerabilities relevant to the Services, the design of the services, and the software languages used in the delivery of the services. For general web applications, these vulnerability classes include, but are not limited to:

- SQL injection
- Cross site scripting
- Cross site request forgery
- XML or LDAP injection
- Server execution of user-uploaded files
- Session fixation
- Sensitive cookies permitted to be sent over insecure channels
- Buffer overflows
- Command injection
- Directory traversal
- Insecure third party domain access and cross domain policies
- HTTP response splitting
- Unauthorized privilege escalation
- Use of HTTPS using other than SSLv3 or TLS
- Use of SSL/TLS with null ciphers or ciphers using symmetric keys of less than 128 bits in length
- ViewStates not encrypted with session-specific elements incorporated into the encryption key
- Returning verbose error information to clients
- Exposing cryptography errors to client (e.g. incorrect padding)

- Arbitrary redirection

### **Architecture and Data Segregation**

The Services are operated in a multitenant architecture that is designed to segregate and restrict Customer Data access based on business needs. The architecture provides an effective logical data separation for different customers via customer-specific "Organization IDs" and allows the use of customer and user role-based access privileges. Additional data segregation is ensured by providing separate environments for different functions, especially for testing and production. The specific infrastructure used to host Customer Data is described in the "Calendly Sub-processors" documentation available [here: https://help.calendly.com/hc/en-us/articles/360047345493-Calendly-sub-processors-GDPR-CCPA-](https://help.calendly.com/hc/en-us/articles/360047345493-Calendly-sub-processors-GDPR-CCPA-).

### **Intrusion Detection**

Calendly, or an authorized third party, will monitor the Services for unauthorized intrusions using network-based intrusion detection mechanisms.

### **Security Logs**

Calendly, or an authorized third-party shall ensure that all Calendly systems, including firewalls, routers, network switches and operating systems, log information to their respective system log facility or a centralized syslog server (for network systems) in order to enable the security audits referred to herein.

### **Incident Management**

Calendly maintains security incident management policies and procedures, including detailed security incident escalation procedures. Calendly will promptly notify Customer in the event Calendly becomes aware of a confirmed unauthorized disclosure of Customer Data. Calendly will follow incident management procedures as defined in Calendly Data Processing Addendum.

### **SOC 2 Report**

Subject to reasonable confidentiality obligations consistent with generally accepted industry practices regarding the report, once per year during the term of the Agreement Calendly will, upon request, provide Customer with a SOC2 Report.

### **Reliability and Backup**

All networking components, SSL accelerators, load balancers, Web servers and application servers are configured in a redundant configuration. All Customer Data is stored on a primary database server that is clustered with a backup database server for redundancy. All Customer Data is stored on carrier-class disk storage using RAID disks and multiple data paths. All Customer Data, up to the last committed transaction, is automatically backed up daily.

### **Disaster Recovery**

Calendly has a designated disaster recovery facility along with required hardware, software, and Internet connectivity, in the event Calendly production facilities at the primary data center were to be rendered unavailable. Calendly has disaster recovery plans in place and tests them at least once per year. Calendly will discuss the results of these tests with Customer on request.

Calendly's disaster recovery plans currently have the following target recovery objectives: (a) restoration of the Services within 24 hours after Calendly's declaration of a disaster; and (b) maximum Customer Data loss of 8 hours.

### **Viruses**

The Services will not knowingly nor negligently introduce any viruses to Customer's systems.

### **Data Encryption**

The Services use industry-accepted encryption products to protect Customer Data and communications during transmissions between a customer's network and the Services, including through Transport Layer Encryption (TLS) leveraging at least 2048-bit RSA server certificates and 128-bit symmetric encryption keys. Additionally, all data, including Customer Data, is transmitted between data centers for replication purposes across encrypted links utilizing AES-256 encryption.

### **System Changes and Enhancements**

Calendly plans to enhance and maintain the Services during the term of the Agreement. Security controls, procedures, policies and features may change or be added. Calendly will provide security controls that deliver a level of security protection that is not materially lower than that provided as of the Effective Date.





Calendly LLC  
115 E Main Street  
Ste A1B PMB 123  
Buford, GA 30518  
United States

# INVOICE

Invoice # 2023-04-29-5185  
Invoice Date Apr 29, 2023  
Invoice Amount \$15,000.00 (USD)  
Payment Terms Net 30  
Due Date May 29, 2023

## PAYMENT DUE

**BILLED TO**  
Whitney Harding  
Oakland Unified School District  
915 54th Ave  
Oakland, California 94608  
United States  
510-879-5003

**SUBSCRIPTION**  
Billing Period Apr 29, 2023 to Apr 29, 2024

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Enterprise Yearly	50	\$300.00	\$15,000.00
		<b>Total</b>	<b>\$15,000.00</b>

**Amount Due (USD) \$15,000.00**

## NOTES

As a reminder, you are welcome to pay this invoice via the following methods:

### ACH/Wire Payments:

Please refer to the transfer information below, and send a notification email to ar@calendly.com with your wire or ACH payment.

### Check:

**\*\*\*Please note that our payment remittance address has changed to:**

Calendly LLC  
P.O. Box 749657  
Atlanta, GA 30374-9657

(Please include the invoice number in the memo field of the check.)

*This document from Calendly, LLC ("Seller"), together with a valid quotation or pricing proposal, any Master Services Agreement mutually agreed upon and executed by officers of both parties, and/or Calendly Privacy Policy, End User License Agreement, Website Terms of Use, and Data Processing Addendum documentation, contains the entire terms and conditions associated with this transaction. The buyer may accept a quotation by issuing a purchase order or other writing expressing its intention to be bound, or in any other manner acceptable to Seller. Any terms, conditions or writing within such a purchase order or writing addressing the subject matter of this transaction, shall be for the buyer's internal purposes only and the terms and conditions contained therein shall have no force or effect. Seller objects to and expressly rejects any different or additional terms or conditions contained in any request for quotation, purchase order or other writing or document of the buyer, and no such different or additional terms shall be effective or binding upon Seller unless agreed to in writing and signed by an officer of Seller.*

**TRANSFER DETAILS**

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**BANK TRANSFER**

BANK NAME

**PNC Bank, N.A.**

SWIFT CODE

**PNCCUS33**

BILL.COM PAYMENT NETWORK ID (PNI)

**0128753421530555**

ACCOUNT HOLDER NAME

**Calendly LLC**

ROUTING NUMBER (WIRE)

**031207607**

ADDRESS

**500 First Avenue, Pittsburgh, PA  
15219, USA**

ACCOUNT NUMBER

**8026543464**

ROUTING NUMBER (ACH)

**031207607**





Calendly LLC  
115 E Main Street, Ste A1B  
Buford, GA 30518

Order Form for Oakland Unified School District  
Offer Valid Through: 5/15/2023  
Date Issued: 4/17/2023  
Prepared by: Scott Wagner

## ORDER FORM

## CUSTOMER INFORMATION

Bill to Address: 915 54th Ave, Oakland 94608

Ship to Address:

Billing Company Name: Oakland Unified School District  
Billing Contact Name: Whitney Harding  
Billing Email Address: whitney.harding@ousd.org  
Billing Phone: 510-879-5003

Primary Account Holder Name:  
Primary Account Holder Email Address: jennifer.blake@ousd.org

## TERMS AND PAYMENT DETAILS

Billing Frequency: Annual  
Payment Method: Invoice

Payment Terms: Net 30  
Contract Term: 3 Year

## PRODUCTS AND PRICING OVERVIEW

Product Code	Price	Quantity	Total Price
Enterprise	\$300.00	50.00	\$15,000.00
<b>Grand Total</b>			<b>\$15,000.00</b>

In order to activate your subscription, please ensure that the above email address has signed up for a free trial at [calendly.com/signup](https://calendly.com/signup).

The agreed upon quotation or pricing proposal does not include applicable sales tax. Upon acceptance, an invoice linked to your account will be issued. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Pricing Proposal. If Customer fails to make any payment when due, without limiting Calendly's other rights and remedies: (i) Calendly may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Failure to provide Calendly with a valid Purchase Order at the time of procurement does not constitute a valid reason for delay in payment.

## SUBSCRIPTION TERMS

(1) This document from Calendly, LLC ("Seller"), together with a valid quotation or pricing proposal, any Master Services Agreement mutually agreed upon and executed by officers of both parties, and/or Calendly Privacy Policy, End User License Agreement, Website Terms of Use, and Data Processing Addendum documentation, contains the entire Terms and conditions associated with this transaction. This order will renew for additional successive terms upon Customer's acceptance or payment of pricing proposal unless earlier terminated pursuant to the terms contained in the Agreement's express provisions or either Party gives the other Party written notice of non-renewal prior to the expiration of the then-current term or terminates the agreement prior to renewal in the case of payment card based subscriptions (each a "Renewal Term" and together with the Initial Term, the "Term"). The buyer may accept a quotation by issuing a purchase order or other writing expressing its intention to be bound, or in any other manner acceptable to Seller. Any terms, conditions or writing within such a purchase order or writing addressing the subject matter of this transaction, shall be for the buyer's internal purposes only and the terms and conditions contained therein shall have no force or effect. Seller objects to and expressly rejects any different or additional terms or conditions contained in any request for quotation, purchase order or other writing or document of the buyer, and no such different or additional terms shall be effective or binding upon Seller unless agreed to in writing and signed by an officer of Seller.

(2) If you would like to add additional licenses throughout the Term, please contact us at support@calendly.com. Please note that your team may add licenses in groups of 5 or more. Each Renewal Term may include a price increase up to the Consumer Price Index ("CPI") + 3% unless Calendly notifies you of a different rate before each Renewal Term starts.

## PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase of payment of the products on this order form? (Customer to complete)	Yes
PO Number:	
PO Amount:	

## SIGNATURES

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. \*The subscription period will begin once we process your order. You are responsible for any applicable sales and use tax.

DocuSigned by:  
*Jennifer Blake*  
 38E52FA35911498...

Customer Signature: \_\_\_\_\_

Company: Oakland Unified School District

Name: Jennifer Blake

Date Signed: 4/28/2023

Customer Signature: *Mike Hutchinson*  
 \_\_\_\_\_

Company: Oakland Unified School District

Name: Mike Hutchinson, President, Board of Education

Date Signed: 6/29/2023

DocuSigned by:  
*Marquese Cunningham*  
 4BFAFF5BD82B424...

Calendly Signature: \_\_\_\_\_

Company: Calendly

Name: Marquese Cunningham

Date Signed: 4/28/2023

Customer Signature: *Kyla Johnson-Trammell*  
 \_\_\_\_\_

Company: Oakland Unified School District

Name: Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education

Date Signed: 6/29/2023

Approved as to Form:

DocuSigned by:  
*Roxanne De La Rocha*  
 B2B4006ED0844C4...

