MASTER SERVICE AS A SOFTWARE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by SchoolMint, Inc. with a primary place of business at 171 2nd St. Suite 400 San Francisco, Ca 94105 ("SchoolMint") and San Leandro Unified School District located at _____("Licensee") as of 01/27/2017 ("Effective Date"). The parties hereby agree as follows:

1. DEFINITIONS

a. "Additional Licenses" means licenses that may be procured during the Term in addition to the initial licenses as set forth in an Order Form.

b. "Enterprise Support. If set forth in an Order Form, Enterprise Support includes Standard Support plus telephone support and a dedicated support liaison.

c. "Licensee Content" means any original content submitted by Licensee through use of the Services, or content that has been collected from other sources and provided by Licensee. "Licensee Content" may include but is not limited to electronic data or information in any format including text, images, video, audio, or other media file.

d. "Malicious Code" means any computer code, file or program that is designed or intended to scrape the website, disrupt, damage, limit, do harm to or otherwise interfere with the computer system of another or compromise the Services. Malicious Code may include but is not limited to: viruses, Trojan horses or worms.

e. "Named User(s)" means an employee, contractor or agent of Licensee as well as School Administrators residing working at San Leandro Unified School District authorized to use the Services on behalf of Licensee by submitting a username and password.

f. "Order Form" means a document referencing this Agreement in which the business terms of an arrangement are sufficiently detailed such that SchoolMint can fulfill the order.

g. "Services" shall mean the software as a service, including any underlying technology offered by SchoolMint to Licensee as a hosted solution in accordance with this Agreement. "Services" includes any modifications or corrections provided as part of Standard Support or Enterprise Support, Additional Licenses and Additional Features (as applicable).

h. "Enrollment System" mean internet-based accounts and system created by Schoolmint to manage admissions and parent-school communication.

i. "Standard Support" means the standard maintenance and technical support provided by SchoolMint in connection with the Services, which is expressly limited to online chat and email support.

j. "Term" means the subscription term as set forth in an Order Form.

2. USE OF SERVICES

a. License. SchoolMint hereby grants to San Leandro Unified School District, non-exclusive, worldwide, and non-transferable license to access and use the Services on a subscription basis during the Term, for accepting applications for San Leandro Unified School District, in accordance with any limitations herein and as set forth in an Order Form.

b. License Restrictions. Licensee shall not, nor shall it permit others to: (i) reverse engineer, decompile or otherwise seek to obtain the source code to the Services; (ii) copy or modify the Services, or create derivative works; (iii) use the Services other than for San Leandro Unified School District; (iv) rent, sell, provide access to, distribute, license or sublicense the Services to a third party as a service bureau; or (v) violate the terms of any third party agreement in using or submitting Licensee Content.

c. Usage Limitations. Services are subject to the usage limits set forth in an Order Form. Licensee is responsible for any and all actions taken using Licensee's accounts and passwords, and for Named Users' compliance with this Agreement. Enrollment System is configured by Licensee and may be changed at any time during the Term, up to the specified limits. Licensee grants SchoolMint the right to access designated Enrollment System on its behalf and, where required, it shall provide SchoolMint the appropriate credentials to do so. If a provider of the Enrollment System Account terminates Licensee's account or makes SchoolMint's access to such Student Enrollment System inoperable, SchoolMint reserves the right to cease providing access to that Enrollment Account and Licensee may re-configure the Services accordingly.

d. Licensee Conduct. In using the Services, Licensee agrees to the following: (i) Licensee shall not incorporate into or otherwise transmit through the Services any Licensee Content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Licensee's affiliation with a person or entity; (D) contains Malicious Code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Licensee has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in SchoolMint's sole opinion. (ii) Licensee shall ensure that Licensee's use of the Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere. (iii) Licensee shall not hack nor shall it permit others to hack the Services.

3. LICENSEE CONTENT

a. Licensee Content. Licensee is solely responsible for the quality, accuracy and legality of all Licensee Content, and the means by which Licensee Content was acquired. Licensee represents and warrants that it has sufficient rights in the Licensee Content to authorize SchoolMint to process, distribute and display the Licensee Content as contemplated by this Agreement, and that the Licensee Content does not infringe the rights of any third-party.

b. Rights to Licensee Content. Licensee or any third party site from which Licensee has obtained the Licensee Content shall retain all right, title and interest including any and all intellectual property rights, in and to Licensee Content. To the extent applicable, Licensee hereby grants to SchoolMint a non-exclusive, worldwide, royalty-free right to host, use, copy, store, transmit, and display the Licensee Content during the Term, solely to the extent necessary to provide the Services.

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

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

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

5. OWNERSHIP

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

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

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

6. FEES & PAYMENT

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

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

7. TERM AND TERMINATION

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

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

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

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

8. NO WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SCHOOLMINT SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SCHOOLMINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR

THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SCHOOLMINT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR RESULTS OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

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

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

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

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

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

12. Publicity (Announcements and Press Releases). Licensee agrees to participate in the following activities with SchoolMint. All content developed by SchoolMint is subject to licensee's final approval.

a. SchoolMint and Licensee can each use the other's Marks for marketing and public relations. Licensee agrees that SchoolMint can use licensee's name and Marks on the SchoolMint website to identify Licensee in general marketing materials and in demonstration versions of the product.

b. Press Releases. Both parties consent to press releases by the other regarding this Agreement, as long as the other party approves the release prior to publication. This may include an announcement of the parties' business relationship, successful implementation, and/or another newsworthy topic pertaining to the licensee.

c. Participate in a (written or video) case study detailing business benefits the licensee has derived from using the SchoolMint product that would be promoted in the marketing materials.

13. Piggyback/Rider Clause

The licensor agrees to allow the licensee and other public agencies and school districts in the U.S. to purchase additional items, at the same terms and conditions that apply to this contract. Districts and agencies may order additional items/features in quantities and amounts. Any Liability created by Purchase Orders/Addendums issued against this agreement shall be the sole responsibility of the district or agency placing the order.

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

15. GENERAL TERMS

d. Assignment. Neither party may assign this Agreement in whole or in part without the other party's prior written consent; however SchoolMint may assign this Agreement to a successor-in-interest of all or substantially all of its stock, assets, or voting securities, provided that such successor agrees to be bound by the terms of this Agreement. Any attempted assignment in violation of this provision will be void.
e. Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be construed to the maximum extent possible and the Agreement shall otherwise remain in effect.
f. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any claim arising from this Agreement shall be brought in the state and federal courts having jurisdiction in San Mateo County, California.
g. Notice. Any notices hereunder shall be in writing and sent to the parties at the addresses identified in the first paragraph of this Agreement unless otherwise designated in writing and shall be deemed effective: (i) if given by hand, immediately upon receipt or (ii) if given by overnight courier service, the first business day following dispatch.
h. Waivers. Failure by either party to enforce a provision of this Agreement shall not be deemed a waiver of any other provision. A waiver will not be effective unless in writing signed by the waiving party.
i. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter hereof, including the terms of any unsigned click-wrap license that may be required prior to Licensee's use of the Services. No terms contained in a purchase order shall have any force and effect, even if signed and returned by SchoolMint. Any modification of this Agreement shall be in writing and signed by each party.
j. Security. SchoolMint is FERPA and COPPA compliant. We don't sell or distribute any student or parent information. All the communication from web and mobile client to the server happens over a secure channel https channel. Also all our servers are in private cloud and a secure database avoiding any direct access from outside. We encrypt any critical student information and we also implement a secure Role based access control with solid authentication/authorization to avoid any data and information leaks.
k. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation hereunder (except for the payment of money) if the delay or failure is due to unforeseen events which occur and which are beyond the reasonable control of such party, including but not limited to natural disasters, Internet service provider failures or delays, strikes, war, acts of terrorism, riot, labor conditions, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.
l. Authorized Signatory. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of his or her respective company.

The parties hereby agree as of the Effective Date:

San Leandro Unified School District	**SchoolMint, Inc.**
Signature:	Signature:
Name:	Name: Jinal Jhaveri
Title:	Title: CEO
Date:	Date:

Addendum 1 to the Software as a Service Agreement

This Addendum 1 ("Addendum") is entered into by **SchoolMint, Inc.** ("SchoolMint") and San Leandro Unified School District ("Customer") as of 03/01/2017 ("Addendum 1 Effective Date") pursuant to the terms of the agreement between the parties dated 01/27/2017 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Addendum. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

1. **Term.** This Addendum shall remain in effect for a period of 16 MONTHS ("Addendum Term"), unless earlier terminated in accordance with the Agreement.

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

2. **Product:** Package includes:

   - Interest Tracker/Event Management
   - Application Management (Lottery / Waitlist Management)
   - New Student Registration
   - Re-enrollment
   - Translations (Up to 4 standard/common languages)
   - General Packets/Year Round Forms
   - Communications (email and text messages)
   - Data Analytics and Reporting
   - SIS Integration and export/import functionality

   Support:

   - Basic SchoolMint Training & Support Package
     - Training for School Administrators and Office Managers (up to 5 hours)
     - Phone and email support for admin accounts (9am-5pm CST)
     - Email support for parents
   - SLA with 99.99% uptime guarantee
   - Live backups taken every 5 mins and that can go as far as 3 years
   - Full hosting, Secure SSL, FERPA and COPPA compliance
   - Native Mobile Applications for parents (iOS and Android - phone and tablet) as well as Mobile-web capabilities
   - Ability for admins to perform any action on behalf of parents

3. **Implementation and Support:**

Item	Description
Phone Support	9 AM to 5PM CST
Email Support	24/7 (< 24 response time for critical issues)
Dedicated Acct Manager	Your account manager will be your main point of contact for initial implementation, training and on-going support
Configuration	Your Implementation fee includes working with your account manager to complete the initial implementation for forms, priorities and lottery rules into SchoolMint. (After the initial implementation is complete and approved, subsequent changes to forms,

	priorities, etc. will be charged on an hourly consulting basis)
Forms	Your implementation fee includes building up to 15 custom forms based on editable PDFs or Word forms. Your administrators have the ability to build any number of additional forms on their own.
Imports	Your implementation fee includes a yearly import for re-enrolling students. Additional imports can be accommodated at an hourly consulting basis
Languages	SchoolMint supports English and Spanish by default. SchoolMint questions and account creation instructions are available in English and Spanish by default, and SchoolMint will be able to accommodate any Spanish translations provided by the customer for custom questions in the customer's application or registration forms. Addition of any additional languages will be charged at the rate of $500/ per language for commonly supported languages, or $2,500/language for other languages
Custom Exports	SchoolMint can build custom exports based on your specifications. Throughout the year, you can request quotes. Total cost is based on your requirements.
Training	Your implementation fee includes up to 5 hours of training in your first year conducted by SchoolMint Customer Success team – SchoolMint 101, Communications, Lottery, Registrations and Re-enrollment. Any additional trainings in the first year, or subsequent years is charged at our hourly consulting rate. Access to video and written training materials and webinars will always be available to you.
Hourly Consulting Rate	$100 / hr.

4. License Limitations and Fees

a. Usage Limitations and License Fees are as follows:

Pricing Breakdown

Year:	3/1/17-6/30/17 (4 months):	7/1/17-6/30/18 (12 months):
Setup, Implementation, Training Costs	$1,500	
Site License ($500/Site):	$2,000.00	$6,000.00
Subscription Fee ($3.00/student):	$8617	$25,851
Transfer Application Fee (site based minimum of <1,000 applications):	$500.00	$1,500.00
Translation Services	$667.00	$2,000.00
License Subtotal:	**$11,783.67**	**$35,351.00**

a. Usage Limitations and License Fees are as follows:

Type of License	Cost	Total Fee And Due Date
Setup, Implementation, Training Costs: One time payment	$1,500	$13,283.67 due in March 1, 2017
SchoolMint License for San Leandro Unified School District– March 1 – June 30, 2017	$11,783.67	
SchoolMint License for San Leandro Unified School District– July 1, 2017 – June 30, 2018	$35,351	$35,351 due in July 1, 2017

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

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

San Leandro Unified School District	**SchoolMint, Inc.**
Signature:	Signature:
Name:	Name: Jinal Jhaveri
Title:	Title: CEO
Date:	Date:

Licensee Information Sheet

(Please submit a completed copy with the Contract)

Main Contact:

Name: _____

Phone: _____

Email address: _____

Address: _____

Licensee Onboarding/Implementation Contact:

Name: _____

Phone: _____

Email address: _____

Address: _____

Invoicing Contact (Where the SchoolMint invoice/s should be sent):

Name: _____

Phone: _____

Email address: _____

Address: _____

Accounts Payable/Finance Contact:

Name: _____

Phone: _____

Email address: _____

Address: _____