

## MASTER SERVICES AGREEMENT

### Term Sheet

<b>Customer:</b>	Accelerated Schools
<b>Contact person:</b>	Name: Tom Crowther  Email: tcrowther@accelerated.org
<b>Program:</b>	[X] Training  [X] Support  [X] Curriculum
<b>Services:</b>	<u>Training</u> : All participating educators will receive virtual training facilitated by Wayfinder personnel, as detailed in the attached price quote.  <u>Support</u> : Customer will be assigned a Wayfinder Account Manager who will support all Customer personnel throughout the duration of the partnership through activities that include but are not limited to regular check-ins, ongoing coaching, lesson feedback, and parent communications.  <u>Curriculum</u> : Customer will receive all Wayfinder student and teacher facing materials needed to implement the Program, as specified in the attached price quote.
<b>Initial Term:</b>	August 1, 2023 – June 30, 2026
<b>Optional Renewal Term:</b>	August 1, 2026 – June 30, 2027 The Agreement will automatically renew after the Initial Term for an additional period of one (1) year (the “Renewal Term”) for the same Program Fees, unless cancelled as provided below. The Initial Term and any Renewal Term shall be referred to collectively as the “Term.” Either party may terminate this Agreement at the end of the Initial Term by providing written notice to the other party at least sixty (60) days prior to the end of the Initial Term.
<b>Program Fees:</b>	\$57,750(over three years, please see attached price quote for detailed price breakdown)
<b>Special Terms:</b>	Pricing is total for three years, \$19,250 per year. Pricing reduced for multi-year agreement paid upfront.

**PROJECT WAYFINDER, INC.**

By: PCD  
 Name & Title: Patrick Cook-Deegan, CEO  
 Address: PO Box 2876, Berkeley, CA 94702

**CUSTOMER:**

By: \_\_\_\_\_  
 Name & Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Terms and Conditions

This Master Services Agreement (“Agreement”) is entered into by and between Project Wayfinder, Inc. (“Wayfinder”) and Customer on the following terms:

- 1. Services.** Wayfinder will provide Customer with the Services during the Term, as described in the Term Sheet.
- 2. Invoicing and Payment Terms.** Program Fees will be invoiced annually in advance and are due within thirty (30) days after receipt of invoice. Program Fees may not be prorated, regardless of program start or end date. Wayfinder requests that payments be made electronically via direct deposit or ACH wire transfer. Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys’ fees, incurred by Wayfinder to collect amounts owed on any invoice.
- 3. Ownership of Materials.** Customer acknowledges that Wayfinder retains ownership of all right, title and interest in and to the materials used by Wayfinder in connection with the Services, including the Curriculum, games, training products, assessment tools, reference documents, and other materials including all derivative works thereof (collectively, the “Materials”). Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Wayfinder’s prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.
- 4. Limited License.** Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use the Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of program implementation. Customer must obtain prior written approval from Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.
- 5. Work Product.** Subject to Wayfinder’s obligations with respect to confidentiality and student data privacy, Wayfinder retains the right to utilize any work product produced in connection with the Services and Materials, including but not limited to student responses to toolkit questions, student answers to survey questions, and other data and statistics related to use of the Materials, to conduct assessments, create case studies and prepare insights and data analysis regarding the Materials and student impact.
- 6. FERPA.** The Services comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). FERPA is a Federal law that protects personally identifiable information in students’ education records from unauthorized disclosure. Wayfinder does not collect any student information that could be defined as “education records” under FERPA, however, in the event that FERPA is deemed to apply to any student information that Wayfinder does collect, as a service provider Wayfinder only processes such information for educational purposes and therefore comes within the “school official” exception

under FERPA. In the event Wayfinder receives a subpoena or judicial order for the disclosure of education records, we will Customer prior to fulfilling the request in accordance with §99.31(a)(9).

**7. Confidentiality.**

(a) Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the other party which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, personal information of the parties and/or students, trade secrets, know how invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which a party knows or has reason to know is confidential, proprietary or trade secret information of another party. Each party shall at all times, both during the Term and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party, nor shall a party disclose any such Confidential Information to third parties without the written consent of the disclosing party.

(b) The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the possession of another party; (iii) subsequent to disclosure hereunder is obtained by a party on a non-confidential basis from a third party who has the right to disclose such information to that party; or (iv) as required by law or a court order.

(c) No party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party.

**8. Student Data.** Wayfinder shall not use student data gathered from students through the performance of the Services, including through Wayfinder's website or web application, to create a profile about a student or otherwise identify a student except in furtherance of specific Services as set forth in this Agreement.

**9. Publicity.** The parties may not use or refer to the name of the other party in any media release, public announcement, marketing materials, public disclosure or for any commercial purpose, without the prior written consent of the named party

**10. Status of Parties.** The parties shall be independent contractors in the performance of this Agreement, and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.

**11. Indemnification; Limitation of Liability.**

(a) Indemnification by Customer. Customer will indemnify, defend, and hold Wayfinder and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Customer's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(b) **Indemnification by Wayfinder.** Wayfinder will indemnify, defend, and hold Customer and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Wayfinder's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(c) **Limitation of Liability.** Except for the indemnification obligations of each party set forth above, neither party will be liable to the other party for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if such party was apprised of the likelihood of such damages.

(d) **Insurance.** Each party shall maintain for itself commercially reasonable amounts and types of liability insurance coverage according to each party's respective responsibilities and risk herein. Upon request by a party, the other party shall provide a certificate of insurance as evidence of such coverage.

12. **Right to Reschedule/Cancel.** If the Services include in-person training, Customer may reschedule or cancel the training by providing written notice to Wayfinder at least 90 days prior to the scheduled in-person training date. Customer is responsible for payment expenses incurred by Wayfinder prior to receipt of a timely notice of termination. Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not sufficient to compensate Wayfinder for expenses incurred prior to termination, Wayfinder will invoice Customer for such expenses. Customer will pay the invoiced amount within 10 days of receipt of invoice.
13. **Notices.** Any notice required under this Agreement shall be in writing, delivered by priority or overnight mail, any overnight delivery service, or via e-mail at such e-mail address(es) as a party may designate.
14. **Force Majeure.** Neither party shall be held liable to the other party for any failure or delay arising out of any cause or event beyond such party's control, including, without limitation, fire, floods, trade embargoes or sanctions, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, global pandemic or governmental action; provided, however, that the party so affected shall use reasonable commercial efforts to avoid such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.
15. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
16. **Severability.** If any term or provision of this Agreement shall be found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **No Waiver.** The failure of either party to insist upon strict performance of any obligation of the other party hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of that party's right to demand strict compliance in the future.
18. **Amendment.** This Agreement may be changed, modified and/or amended only by a writing duly executed by the parties hereto.

**19. Counterparts.** This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which shall constitute one and the same document.



Project Wayfinder Inc.  
 PO Box 2876  
 Berkeley, CA 94702  
 707.435.9713

WAYFINDER PRICE QUOTE  
**2023-2026 SCHOOL YEAR**

**DATE**  
 2/24/23

**QUOTE NO.**  
 1

**BILL TO**  
 Accelerated Schools

**PAY TO**  
 Project Wayfinder Inc.  
 PO BOX 2876, Berkeley CA 94702  
 ar@projectwayfinder.com  
 707.435.9713

ITEM DESCRIPTION	TARGET GRADE	NOTES	QTY	PRICE EA	TOTALS
<b>Year 1</b>					
K-12 Wayfinder Essentials Annual License		Includes Wayfinder Core curriculum licenses & physical notebooks, plus access to Wayfinder Activity Library and Waypoints assessment	750	21.00	\$ 15,750.00
Wayfinder Annual Support Package		Includes two PD sessions, onboarding, unlimited teacher accounts, technical & annual support	1	3,500.00	\$ 3,500.00
<b>SUBTOTAL Year 1</b>					<b>\$ 19,250.00</b>
<b>Year 2</b>					
K-12 Wayfinder Essentials Annual License		Includes Wayfinder Core curriculum licenses & physical notebooks, plus access to Wayfinder Activity Library and Waypoints assessment	750	21.00	\$ 15,750.00
Wayfinder Annual Support Package		Includes two PD sessions, onboarding, unlimited teacher accounts, technical & annual support	1	3,500.00	\$ 3,500.00
<b>SUBTOTAL Year 2</b>					<b>\$ 19,250.00</b>
<b>Year 3</b>					
K-12 Wayfinder Essentials Annual License		Includes Wayfinder Core curriculum licenses & physical notebooks, plus access to Wayfinder Activity Library and Waypoints assessment	750	21.00	\$ 15,750.00
Wayfinder Annual Support Package		Includes two PD sessions, onboarding, unlimited teacher accounts, technical & annual support	1	3,500.00	\$ 3,500.00
<b>SUBTOTAL Year 3</b>					<b>\$ 19,250.00</b>
<b>SUBTOTAL</b>					<b>\$ 57,750.00</b>
				<b>TRAVEL &amp; LODGING</b>	\$ -
				<b>ADDITIONAL EXPENSES*</b>	\$ -
				<b>SHIPPING &amp; HANDLING</b>	\$ -
				<b>SALES TAX</b>	\$ -
				<b>TOTAL PRICE</b>	<b>\$ 57,750.00</b>

For questions concerning this quote, please contact  
 Project Wayfinder Accounts Receivable | ar@projectwayfinder.com

Please make all checks payable to Project Wayfinder Inc  
[www.projectwayfinder.com](http://www.projectwayfinder.com)

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

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_