

**Alvord Unified School District and Facilitron, Inc.**  
**Facilities Management Portal Agreement**

This Facilities Management Portal Agreement (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2019 (the “Effective Date”), by and between Alvord Unified School District (the “Client”), and Facilitron, Inc., a Delaware corporation (the “Company”). The Client and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

**W I T N E S S E T H**

WHEREAS, the Company is the operator of a web platform that provides its customers with solutions and services for the presentation, scheduling and rental of facilities and management of work orders; and

WHEREAS, the Client desires to present, schedule, rent and administer its facilities and manage work orders on a web platform hosted by the Company (“the “Facilities Management Portal”);

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**A G R E E M E N T**

1. **Definitions.** As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

- (a) **“Company Site”** shall mean the Company’s website maintained at [www.facilitron.com](http://www.facilitron.com) and any successor or supplemental locations.
- (b) **“Client Site”** shall mean Client’s website maintained at: [www.abc.org](http://www.abc.org) and any successor or supplemental locations.
- (c) **“End Users”** shall mean any employee, contractor or agent of Client, as well as individuals or outside group representatives who use the Facilities Management Portal.
- (d) **“Client Facilities”** shall mean the facilities that the Client intends to schedule, rent and administer using Facilities Management Portal.
- (e) **“Facilities Management Portal”** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of presenting, scheduling, renting and administering of facilities and managing work orders.
- (f) **“Services”** shall mean the act of implementing and operating Facilities Management Portal to present, schedule and administer internal and external use of Client Facilities and to manage work orders, providing additional offerings facilitating transactions, such as liability insurance and processing of payments and disbursements, providing customer support, facility based data analytics, best practices and other consultative services.

(g) “**Transaction**” shall mean the total of each reservation by an End-User. For example, if a reservation is made that includes twenty (20) uses of a Client Facility, the “Transaction” will be the total costs associated with all twenty (20) uses.

2. Rights and Obligations.

(a) Rights of Company Not Exclusive. During the Term (defined in Section 10 herein), the Company shall have the non-exclusive right to facilitate reservation and use of Client Facilities by End-Users in accordance with the provisions of this Agreement.

(b) Company as Limited Payment Collection Agent for the Client. Subject to the provisions of this Agreement, the Company shall act as the Client’s limited agent solely for the purposes of accepting reservation and service payments from End Users. Each payment made by an End User through the Company shall, solely for purposes of End User use of Client Facilities, be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed- upon manner as if the Client had directly received the payment. In accordance with the cancellation policy selected by the Client, the Company shall: (i) permit End Users to cancel their respective reservations; and (ii) refund to such End Users the portion of the fees specified in the applicable cancellation policy. In its role of accepting payments from End Users, the Company shall be deemed and construed to be the Client’s limited agent for such purposes, and the Company’s obligation to pay the Client is subject to and conditioned upon successful receipt of the corresponding payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client. For avoidance of doubt, the Company shall require payment by End Users in advance of them using the Client Facilities, and the Company otherwise shall make reasonable efforts to collect payments due from End Users.

(c) Pricing and Payment Terms. The Client shall determine the pricing for the Client Facilities, including, without limitation, reservation, application, equipment usage, custodial and other services fees (collectively, the “Client Fee”). **Company shall withhold a commission from the Client, as determined in accordance with Exhibit “A” attached hereto, which is incorporated herein by this reference.** Notwithstanding anything to the contrary, in no event shall the fees to be charged to End Users exceed those limits set forth in California law or Client’s board policies. Company shall remit all collected Client Fee payments for completed reservations, minus any applicable commission and any End User refunds, by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20th day of the month following the month in which the funds were collected.

(d) Audit. The Company must prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records related to this Agreement and the Company Services as necessary, appropriate or required by law (“Company Records”). In accordance with Government Code Section 8546.7, the California State Auditor has the right, for a period of three years following final payment, to review, audit and/or copy records of the contracting parties with respect to each contract providing for expenditure of public funds in excess of \$10,000. Because this contract will result in compensation to the Company in excess of the Section 8546.7 threshold, the State Auditor, the Client, and other governmental entities

with competent jurisdiction shall each have an independent right pursuant to this Agreement, for a period of three years following final payment to the Company, to review, audit and/or copy the Company Records. The Company must make the Company Records available for inspection by the State of California, the Client, and any other governmental entity with competent jurisdiction, at all reasonable times during the Term and during the three-year period following final payment to the Company pursuant to this Agreement; provided that, if the Company is made aware that an audit has been commenced, but such audit is not completed, within such three-year period, the Company must maintain the Company Records until such time as the audit has been completed. Except as provided in subsection (e) of this Section, the Client shall be responsible for paying all costs associated with any audit that it causes to be performed.

(e) Nonpayment and Underpayment. Subject to any applicable statute of limitations, if the Client reasonably determines, through audit or otherwise, that amounts payable to the Client pursuant to this Agreement were not received from the Company, the Company shall pay such additional amounts within thirty (30) calendar days of receiving a written demand for payment from the Client. If the existence of any nonpayments and/or underpayments by the Company has been determined through audit, and the total of such nonpayments and underpayments is an amount that is five percent or more of the total amount that should have been paid to the Client pursuant to this Agreement, then, in addition to the amounts of the nonpayments and underpayments, the Company shall pay the reasonable costs and expenses incurred by the District in connection with the audit and the payment collection efforts. For avoidance of doubt, the foregoing remedies are not exclusive, and, with respect to any breach by the Company of its obligations pursuant to this Agreement, the Client may seek any one or more remedies as available pursuant to applicable law or this Agreement.

(f) Dispute Resolution. In the event a Party ("Alleging Party") alleges that the other Party ("Defaulting Party") has defaulted with respect to any of its material obligations set forth in this Agreement, the Alleging Party may give written notice to the Defaulting Party regarding the alleged default ("Notice of Default"). A Notice of Default shall specify, in reasonable detail, all bases for the alleged default(s) and the facts relevant to the conclusion that each specified default has occurred. The Defaulting Party shall have ten days from receipt of the Notice of Default to cure any and all monetary defaults (i.e., failure to pay, forward, or otherwise disburse any money) and shall have thirty days from receipt of the Notice of Default to cure any and all other types of default. If the Defaulting Party timely cures all defaults specified in a Notice of Default, this Agreement shall continue in full force and effect. If the Defaulting Party does not timely cure any default specified in a Notice of Default, then, in addition to any other rights the Alleging Party may have pursuant to applicable law and this Agreement, the Alleging Party may terminate this Agreement pursuant to subsection (b) of Section 10 herein. Nothing in this Agreement shall be deemed or construed to preclude a Party from asserting that it did not default with respect to its obligations pursuant to this Agreement.

### 3. Scope of Company Services.

(a) Without limiting anything in subsection (f) of Section 1 herein or elsewhere in this Agreement, the Company shall be responsible for: (i) designing and hosting facility reservation websites equipped with reservation application and payment processing for each facility; (ii)

provisioning and populating the reservation order management platform; (iii) maintaining the websites and calendar to ensure that the sites are functionable and usable; (iv) providing account management and customer-service personnel as are reasonably necessary to adequately perform, maintain and manage the Company Services; (v) coordinating all administrative functions associated with the Company Services; and (vi) conducting any other operations reasonably necessary to perform the Company Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

(b) In addition to its other obligations pursuant to this Agreement, the Company shall permit End Users to contact the Company's customer service personnel to request a waiver of some or all of the Client Fee applicable to any particular use of Client Facilities. The Company shall in each such case inform the End User that it must submit a written request for waiver of the Client Fee to the Client, and must give such End User the Client contact information and address specified in subsection (e) of Section 11 herein. In each case that an End User requests a waiver of the Client Fee, the Client shall make the final determination regarding such request and shall inform the Company, in writing, of the determination. If the End User proceeds with the reservation and use of Client Facilities, the Company shall, as directed by the Client, either charge the amount specified by the Client or, if applicable, not charge the End User in connection with that reservation and use of Client Facilities.

4. Client Obligations.

(a) The Client, to the extent reasonable, shall assist Company with respect to the Company's performance of the Company Services, by providing access to its staff, the Client Facilities, and updated reservation availability data in a timely manner.

(b) The Client shall provide on the Client Site (and, in its sole discretion, in other communications ) reasonable instructions, links, and other information regarding use of the Online Facilities Reservation Storefront.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks; Client's Logo and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client hereby grants to the Company a nonexclusive, non-transferable, and revocable license to use the Client's logo as provided by Client from time to time ("Client Logo") solely for display on the Online Facilities Reservation Storefront and in connection with any promotions, marketing and press releases relating to the reservation and use of Client Facilities in accordance with this Agreement. The Client is, and shall remain, the sole owner of the Client Logo. Upon termination of the license

described in this subsection, and regardless of the reason for such termination, the Company shall promptly discontinue use of the Client Logo. Use by the Company of the Client Logo for marketing of the Company and/or its services (as opposed to marketing of the Client Facilities) is strictly prohibited. For avoidance of doubt, the license described in this subsection shall terminate concurrently with the termination of this Agreement.

(b) Subject to the terms and conditions of this Agreement, the Client shall have a nonexclusive, non-transferable, and revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with reservation and use of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall make reasonable efforts to not do any act that will in any way impair the rights of the Company to the Company Marks. The Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license described in this subsection. Upon termination of such license for any reason, Client shall promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

#### 7. Privacy Policy.

Company shall ensure that all individual, aggregate and personally-identifiable customer data and information about the End Users collected by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company agrees to comply with California Education Code Section 49073.1, the mandatory provisions of which are incorporated herein by reference. Company shall post, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company will ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

#### 8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and

available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that such information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) **Duty to Hold in Confidence.** Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) **Permitted Disclosures.** To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information and the need to know is reasonably associated with the business associated with the Agreement. Except as permitted in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) **Obligation to Return Confidential Information.** Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information; provided, however, that Recipient shall be entitled to retain such originals and copies of Confidential Information of the Disclosing Party as Recipient shall reasonably conclude are necessary to Recipient's use and exploitation, as permitted by this Agreement, of any rights retained by Recipient following such termination, cancellation, expiration or request..

## 9. Representations and Warranties.

(a) **Client Representations and Warranties.** Client represents and warrants to the Company as of the Effective Date that:

- (i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.
  - (ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of Client or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.
- (b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:
- (i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.
  - (ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.
  - (iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.
  - (iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.
  - (v) Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

- (a) Term. The initial term of this Agreement shall be **from July 1, 2020 to June 30, 2023** (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c). Notwithstanding the foregoing, **the term of this Agreement shall be limited to five years** in accordance with California Education Code Section 17596.
- (b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).
- (c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.
- (d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

11. General Provisions.

- (a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.
- (b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled



subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Notices. All notices and consents required to be given or made by the Parties shall be in writing and shall be deemed validly given if delivered by hand or sent by registered mail, return receipt requested, or confirmed facsimile to the following addresses:

If to Client:	Alvord Unified School District Attention: Executive Director, Administrative Services 9 KPC Parkway Corona, CA 92879
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If to the Company:	Chief Executive Officer Facilitron, Inc. PO Box 1935 Los Gatos, CA 95031-1935 Telephone: 800-272-2962
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Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Indemnity. The Company shall indemnify and hold-harmless the Client, its Board of Education and each member thereof, and the Client's other officers, employees, volunteers, agents, and other representatives (not including the Client, the "Client Agents"), and each of them, with respect to any and all judgements, damages, costs and expenses (including, without limitation, reasonable attorney fees and expenses), and other liabilities of any nature

whatsoever (each a "Liability" and, collectively, the "Liabilities") that may arise from: (i) any infringement by the Company of third-party intellectual property associated with the Company Site or the Online Facilities Reservation Storefront; or (ii) the Company's act or omissions, regardless of whether constituting negligence, in connection with this Agreement and/or the Online Facilities Reservation Storefront. With respect to each claim, demand, action or other proceeding relating to a Liability or any Liabilities, the Company shall defend the Client using legal counsel reasonably acceptable to the Client, but retained and compensated by the Company at its cost and expense.

(h) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Riverside County, California.

(i) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(j) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(k) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(l) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(m) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

“CLIENT”

“COMPANY”

Alvord Unified School District

Facilitron, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## **EXHIBIT “A”**

### **Company Commissions**

The commission to be withheld by the Company in accordance with subsection (c) of Section 2 of the main body of this Agreement shall, in each case, be equal to 14% of the total Client Fee collected for each Transaction.

The Company shall not be entitled to a commission for End User attempts to reserve Client Facilities that do not result in the collection of any Client Fees, including, without limitation, any cancellations by End Users, refunds to End Users, or any waivers by the Client of Client Fees.

For avoidance of doubt, the Client may change the amount of any Client Fees at any time, and the Company's service fee and commission will be automatically adjusted accordingly. For example, if the Client adjusts Client Fees for a particular reservation to \$0 then the Company's service fee and commission will automatically adjust to \$0.