

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
7/30/19	Jack's Urban Meeting Place--Admin. retreat	\$
8/12-13, 2019	Healing Children (Counseling seminar)	\$4,134.64
5/1/19-4/30/24	Eagle Financial, LLC (leasing warehouse space for Wood shop classroom)	\$6,200/mo. for 1st yr. increases 2% per mo. every renewal term thereafter
7/1/19-6/30/20	Tyler Technologies (Timecard interface)	\$10,479.00
7/1/19--	TimeClock Plus	\$78,656.20

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*



RENTAL AGREEMENT

Jack's Urban Meeting Place

This agreement (the "Agreement") is by and between JUMP, LLC dba Jack's Urban Meeting Place ("the Lessor" hereafter referred to as JUMP), whose business address is 1000 West Myrtle Street, Boise, Idaho 83702 and Twin Falls School District #411, 201 Main Ave. West Twin Falls, ID 83301 (the "Lessee").

Whereas, the Lessee desires to use portions of JUMP, to hereafter be referred to as "the facility", on the date(s) and time(s) as described in the reservation confirmation, for TFSD Administrators Retreat, July 30th, 2019 (the "rental") on the terms and conditions set forth herein. JUMP is willing to rent the facilities as such terms and conditions are met by the Lessee.

1. Reservation: # 2431 Refer to attached reservation confirmation for agreed upon rental date(s), time(s), facility, equipment, and personnel, as well as cost estimates.

2. Building Hours: Site access will depend upon rental needs but remember the following hours

- A. **Setup:** 7:00 am earliest
- B. **Lobby Open:** 8:00 am earliest
- C. **Lobby Closes:** 10:00 pm latest
- D. **Teardown:** 12:00 am latest

3. Deposit Total: WAIVED

Upon execution of this agreement a refundable deposit of \$150.00 for damage/cleaning is required and due to hold the facility, date, and time. General rentals (utilizing multi-purpose spaces, with or without studio rentals) are required to also provide a non-refundable deposit of 50% of the room rental total if the rental date is greater than 30 days from deposit due date. If rental of multi-purpose spaces (with or without studio rentals) is less than 30 days from deposit due date the non-refundable deposit will be 100% of the room rental total. Please refer to the amounts listed above for totals required to confirm your reservation.

4. Final Payment

The Lessee agrees to pay the remaining rental amount ten (10) business days prior to the event date. If the full amount is not received the deposit will be forfeit and the Lessee will lose the right to the use of the facility.

Additional fees incurred due to changes in requested quantities, times, personnel, equipment, etc., shall be due upon receipt of a final invoice. All inquiries or requests during Lessee's event shall be made through the client/on-site contact only.

- A. **Refund procedure:** refunds will be managed at the time of final invoicing; approximately one-week post-event. Refunds may be expected to arrive within two weeks. Refunds will only be processed for monetary amounts over \$15.00.

5. Cancellations

In the event Lessee chooses to cancel the rental the Lessee may transfer the original date to an alternate date within three months of the original rental date (subject to availability) and may incur additional administrative fees. All cancellations requesting a change of date must be in writing not later than 60 days prior to current rental date.

6. Liability | Insurance

Lessee shall at its sole cost and expense, procure and maintain during the life of this Agreement the following minimum insurance coverage:

A. General Liability

- \$1,000,000 Each Occurrence - Bodily Injury and Property Damage
including Products and Completed Operations
- \$1,000,000 Each Occurrence - Personal and Advertising Injury
- \$1,000,000 General Aggregate
- \$1,000,000 Products - Completed Operations Aggregate
 - i. Name as Additional Insured JUMP, LLC
 - ii. Include Waiver of Subrogation for JUMP, LLC
 - iii. Include Liquor Liability coverage if you are in the business of selling and serving alcohol

B. Automobile

- \$1,000,000 Each Accident - Bodily Injury & Property Damage
All Owned, Hired & Non-owned vehicles

C. Umbrella/Excess Liability

- \$1,000,000 Each Occurrence - Bodily Injury and Property Damage
including Products and Completed Operations
- \$1,000,000 Aggregate
 - i. Name as Additional Insured JUMP, LLC
 - ii. Include Liquor Liability coverage if you are in the business of selling and serving alcohol

D. Worker's Compensation

- Statutory Insurance meeting the statutory requirements of the state of Idaho. If Lessee is not required by statute to obtain workers compensation insurance Lessee assumes risk of injury arising out of the performance of this Agreement.
- \$1,000,000 Employer's Liability – Each Accident
- \$1,000,000 Employer's Liability – Disease – Each Employee
- \$1,000,000 Employer's Liability – Disease – Policy Limit
 - i. Name as Additional Insured JUMP, LLC
 - ii. Include Waiver of Subrogation in favor of JUMP, LLC

General Provisions

- The insurance coverage and limits set forth above are designed to satisfy the minimum requirements of the JUMP, LLC and are in no way intended to limit the liability of Lessee (or its employees, agents, and subcontractors) under this Agreement. Further, the insurance coverage and limits set forth above are not intended to be a recommended insurance program and the Lessee being solely responsible for the sufficiency of its own insurance program.
- Provide Certificate of Insurance evidencing required insurance prior to the commencement of activity under this Agreement and provide an updated certificate within a reasonable period of time following renewal of each policy if this Agreement remains active.
- Coverage shall be provided by an insurance carrier(s) with financial ratings no lower than AM Best A- VII or as otherwise approved by JUMP, LLC.
- JUMP, LLC shall be notified by the insured listed on the certificate as soon as practicable but no later than thirty (30) days prior to any insurance policy cancellation, nonrenewal or changes causing noncompliance with the requirements herein, and no later than ten (10) days prior to cancellation for nonpayment of premium.



Jack's Urban Meeting Place

- ☐ Sign copy of JUMP Event Rental Agreement
 - ☐ Return within 30 Days, or sooner, of receipt of pending reservation and agreement
- ☐ Deposits
 - ☐ Refundable damage deposit of \$150.00
 - ☐ 50% Non-refundable room rental deposit (unless your event is within 30 days of the signed rental agreement, at which time payment in full is required)
 - ☐ Due within 30 Days, or sooner, of receipt of pending reservation and agreement
 - ☐ Non-payment by this date will result in the cancellation of the space
 - ☐ JUMP prefers payment by check.

If payment by card is necessary there will be a 3.5% convenience fee added to processing.
- ☐ A Certificate of Liability Insurance must be on file prior to your event date
 - ☐ Please see section 6 of Event Rental Agreement
 - ☐ Must list **JUMP, LLC** as an additional insured
 - ☐ Failure to provide Certificate of Insurance will result in cancellation of the space
 - ☐ If you are unable to provide a certificate of liability one will be available through JUMP – Please see your confirmation for details and cost.
- ☐ Catering is provided *exclusively* by Thomas Cuisine Management
 - ☐ Contact Dene Hellickson at 208-639-6617 or DHellickson@thomascuisine.com

- These same insurance requirements shall be required of any subcontractor(s) utilized to perform work related to this contract or as approved by the JUMP, LLC.
- Total Limits requested may be satisfied with any combination of primary and umbrella/excess insurance.
- **JUMP, LLC is not responsible or liable for any damage, theft or loss of owned or non-owned property of Lessee used to carry out this Agreement.**
- JUMP reserves the right to modify coverage and/or limits. By requiring the above insurance, JUMP does not represent that coverage and limits will necessarily be adequate to protect the Lessee, and such coverage and limits should not be deemed as a limitation of the Lessee's liability.

Certificate of Insurance Instructions

The certificate of insurance should be made in the name of and sent to:

JUMP, LLC
1000 West Myrtle St.
Boise, ID 83702

- Share Studio Specific Policies:** Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.
 - Storage:** The Share Studio does not offer any storage space.
 - Outside Equipment:** previous written approval from the studio coordinator is necessary to bring in outside equipment.
 - Attire:** All Users shall wear proper kitchen attire including close-toed shoes (preferably slip-resistant), tie long hair back and/or wear a hat, apron and use latex gloves during food preparation.
 - Eligible User:** Only those Users and their employees that are authorized by the Share Studio Coordinator and have provided the necessary certifications can be in the production areas.
 - No eating, or drinking from open containers is allowed in the food production areas.** Only drinks in covered containers are allowed in the food production areas and must be kept on lower shelves, below any food items.
 - Small Wares:** Users will provide their own towels and other specialty items necessary to their specific production needs. Do not leave your personal small wares in the kitchen. Do not leave cleaning rags behind.
- Play Studio Specific Policies:** Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.
 - Storage:** The Play Studio does not offer any storage space. JUMP is not responsible for any lost, stolen, corrupt, or missing digital assets. It is up to the user to backup content to a personal device before the completion of the rental. Software shall not be installed on JUMP workstations by rental groups.
 - Outside Equipment:** previous written approval from the studio coordinator is necessary to bring in outside equipment.
 - Eligible User:** Only those Users and their employees that are authorized by the Play Studio Coordinator and have undergone the necessary Safety and Basic Use Certifications can be in the production areas.
 - No food or drink is permitted in the Play Studio.** Only drinks in covered containers are allowed in the designated drink area near the entrance.
 - Studio guidelines:** Never unplug or rewire any piece of networked, racked or control room equipment. Roll cables properly using Over/Under technique

9. Make Studio Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.

- A. Storage:** The Make Studio does not offer any storage space. JUMP is not responsible for any lost, stolen, corrupt, or missing digital assets. It is up to the user to backup content to a personal device before the completion of the rental. Software shall not be installed on JUMP workstations by rental groups.
- B. Outside Equipment and Materials:** previous written approval from the studio coordinator is necessary to bring in outside equipment or materials.
- C. Attire:** No loose hair, clothing, or jewelry. Safety glasses and hearing protection must be used by all.
- D. Eligible User:** Only those Users and their employees that are authorized by the Make Studio Coordinator and have undergone the necessary Safety and Basic Use Certifications can be in the production areas.
- E. No food or drink is permitted in the Make Studio.** Only drinks in covered containers are allowed in the designated drink area near the entrance.

10. Move Studio: Your studio rental includes an orientation of the space and equipment at a time agreed upon by applicant and studio coordinator. This orientation will cover safety and cleaning procedures along with a review of the following studio rules and any necessary safety and basic use requirements.

- A. Storage:** The Move Studio does not offer any storage space.
- B. Outside Equipment:** previous written approval from the studio coordinator is necessary to bring in outside equipment.
- C. Attire:** No hard-soled shoes or heels on the Move Studio floor.
- D. No food and only drinks in covered containers are permitted in the Move Studio.**

11. Exclusive Catering

Thomas Cuisine Management (referred to hereafter as "TCM") is the exclusive provider of all catering services at JUMP. Lessee shall not cause or permit any such products or services to be brought into or provided within the JUMP controlled facilities.

- A.** No alcoholic beverages can be brought onto the JUMP premises unless arrangements have been made with JUMP/TCM.
- B.** Share Studio Rentals may bring in items necessary for food preparation.
- C. NO Food or Drink is allowed in the Make Studio, Move Studio, or Play Studio.**
 - i.** Communal areas are available at JUMP for breaks.
 - ii.** To reserve private areas with catering please discuss with your event coordinator.

12. Media & Marketing

The rental may use JUMP's location of 1000 W. Myrtle St., Boise, ID, plus room location, in promotion. If you are interested in using JUMP's logo, photos, or other JUMP marketing content to promote your event, please observe our Brand Guidelines found on our website at www.jumpboise.org in "Forms and Documents." Please send to our Creative Content Design Coordinator for approval at marketing@jumpboise.org.

JUMP will occasionally take photos and videos of events on-site. Lessee grants JUMP permission to use, edit, copy, publish, or exhibit in any and all publications and materials photographs and videos with event attendees' images or likeness without payment to Lessee.

- A. If Lessee chooses to opt-out please send a written notice, with this signed agreement, to the JUMP Rentals & Events Manager.

13. Parking

JUMP parking garage is paid public parking on levels 3 & 4 – ground level is by permit only, excepting 2 ADA spaces. The loading zone is for loading and unloading only and may not be used for parking. The garage is managed by Car Park USA 208-336-6597. Additional parking is available after 4:00 pm on weekdays and all-day Saturday and Sunday in the underground garage, also managed by Car Park USA.

14. Smoking

Smoking (including vaping and e-cigarettes) is prohibited in/on all areas of the JUMP facility, park, parking garages (this includes pathways through the park).

15. Vendor Policies

JUMP must approve all third-party vendors bringing fixtures, equipment or supplies to the premises; therefore, the Lessee is required to use only approved third-party vendors. If third-party vendors will be participating in any capacity, the Lessee is responsible for notifying JUMP in writing at least thirty (30) days prior to the rental and obtaining approval. JUMP requires all vendors to be properly oriented and trained before using/working in the JUMP facility.

16. Public Access

JUMP and the campus grounds are privately owned and publicly accessible. Many areas of the JUMP facility/grounds are accessible to the public during designated times; however, there are controls that can be put into place to redirect the public around the rental. If the Lessee requires additional privacy, it is their responsibility to discuss it with their coordinator.

17. Music/Noise

We encourage the use of music (both live and recorded); however, the music/noise level must meet the Boise City Code. Sound levels indoors may be played up to 95 DB. If complaints are filed from neighbors, businesses, or other parties, JUMP may require these levels to be reduced further.

18. Cleaning Procedures

The JUMP facility must be left in the condition it was found in order to receive a full cleaning deposit refund. The Lessee is responsible for the removal of all decorations, personal items, etc. the removal of which must occur without damaging the JUMP premises. Anything the Lessee brings in must be removed from the JUMP property, including items brought in by attendees of the event. Should the Lessee need special accommodation for the removal of property beyond the rental period, it is their responsibility for making special arrangements at least ten (10) days prior to the event. JUMP is not responsible for any property left behind by the Lessee, guests, attendants, vendors, or other agents and any such property shall be considered abandoned.

JUMP will be responsible for the breakdown of all JUMP provided tables, chairs, and audio/visual equipment. After each event JUMP will be responsible for vacuuming, sweeping, and mopping of the JUMP facilities. Any cleaning beyond will be deducted from the cleaning deposit. If the cost is higher than the cleaning deposit, the Lessee will be responsible for covering the additional cost. Additional cleaning includes but is not limited to carpet cleaning, repair of damages to JUMP property, removal of the Lessee's property.

19. Set Up | Decorations

All layouts must be finalized 3 business days prior to the event; any changes to the layout made after will incur additional fees. All decorations must be pre-approved through JUMP. All property, decorations, and equipment should be delivered, set up, and removed during the agreed upon time in the reservation confirmation. Should the Lessee need earlier access, it may be arranged depending on availability for an additional fee. Staples, nails, tape that strips paint, or penetrating devices may NOT be used on any walls, ceilings, or other surfaces. Candles must be approved in advance by JUMP (and may require a permit, \$90, with the Boise Fire Department) and must be placed in non-flammable containers on table tops only and flames from the candle must be below the rim of the candle holder. Please ensure décor does not contain glitter or items smaller than a quarter.

20. Security | Safety

In order to ensure a safe and family friendly environment, JUMP prohibits weapons on site.

Security is required for events where alcohol is served, or events over two hundred (200) persons. Events with alcohol must have a least one (1) security guard for every one hundred (100) persons. Security guards are provided exclusively through the JUMP Security Team and billed at a rate of \$25.00 per hour per officer. No outside security is allowed at JUMP.

The blocking of exits, fire extinguishers, or any life/safety equipment is prohibited.

All attendees and representatives of Lessee are to conduct themselves in a professional manner and respect the staff, facility, and contents at all times. All safety regulations are to be maintained. Breaches of this policy will be directed to Lessee for immediate resolution. JUMP retains all rights to have problems resolved to management's satisfaction.

Lessee must comply with all applicable laws, rules, and regulations with respect to safety issues at all times while on the premises.

21. Force Majeure

The ability to execute this agreement by either party is subject to acts of nature, including but not limited to hurricanes, flooding, earthquakes, fires, as well as government interventions, staff disputes/strikes, civil disorders, terrorism, or other emergencies. Neither party to this rental agreement shall be liable for non-performance of any obligation under this agreement if such non-performance is caused by a Force Majeure.

22. Disturbances

It is understood and agreed upon by the Lessee should the Lessee, their group, attendants, vendors, or other agents violate any rules, policies, or cause damage to the JUMP property the event may, at any time, be terminated at the discretion of JUMP Management. If the event is terminated, the Lessee will forfeit any and all deposits and payments.

23. Indemnity

The Lessee agrees to indemnify and hold JUMP, the building owners, officers, employees, and other agents harmless from any all claims, actions, suits, costs, damages, and liabilities resulting from a breach of this agreement, the negligent actions, willful misconduct or omissions of the Lessee, and their guests, contractors, attendees, vendors, or other agents.

I, the Lessee, have read and understand this event space rental agreement. I agree to abide by the policies, procedure, and guidelines set herein. I understand that if I, my group, my attendees, or my outside vendors do not comply with this agreement the event may be terminated by JUMP, and/or all deposits and payments made will be forfeit. I understand and agree to the responsibility/liability for any cost and/or damages exceeding the amount of the cleaning/damage deposit.

DS
ML

Lessee Print

Twin Falls School Dist. #411

Organization

DocuSigned by:

Michelle Lucas

Clerk of the Board

5/20/2019

0004005A-A0DF480...

Lessee Signature

Position

Date

DocuSigned by:

Celine Innocent

5/21/2019

EE60041B1308443

Jack's Urban Meeting Place Rep., Title

Date

Jack's Urban Meeting Place | 1000 W Myrtle St, Boise ID 83702 | 208.639.6610



Proposal for a 2 day Training from Healing Children, LLC for Twin Falls Counseling Seminar

Objectives for the two day training:

- Understanding members of your school team, strengths and weaknesses of each member, how to work together and communicate
- Working with and involving parents
- Counseling students with Trauma
 - Understand your own "Road Blocks" that get in the way of taking care of yourself, setting healthy boundaries with your students and how to overcome these "Road Blocks."
 - Working on understanding toxic thinking, belief systems and triggers that can be caused by trauma and how to negate them
 - Healing Groups: How to Facilitate Effective Small Groups
- Learn how good relationships, healthy boundaries and effective communication can improve behavior and foster emotional healing in your students
- Behavior Interventions/Behavior Management
 - Understand the importance of and how to maintain expectations for difficult students
 - Review basic behavior management and introduce other behavior strategies from the Healing Environment
 - How to support the development of effective behavior intervention plans
- Opportunities to brainstorm specific cases and strategize

Length of Training: 2 days

Dates: August 12th and 13th, 2019

Total Cost:

Activity	Hours Each	Total Time	Total Cost
Prep Time	1	2 hours	\$200
Travel Time	4 hours	8 Hours	\$200
Per Diem (Meals and Lodging)			\$585
Mileage			\$149.64
Presentation Time	15 hours	30 hours	\$3000
		Total Cost	\$4134.64



Total Cost: \$4134.64 for up to 45 participants. This price includes prep, travel costs, and presentation time. If the training is for more than 45 participants the cost will be an additional \$75 per person.

Questions:

- Will you be providing an LCD projector, screen, speakers, white board, etc.? We do have our own equipment and don't mind bringing it, if necessary.

We will:

- send handouts via email 1 week prior to the training.
- bring our own laptop
- bring books available for purchase.

Traci Glover, M.Ed., LSW, LPC

Leena Weaver, Ed.S., NCSP

This Copyright License Agreement (this "Agreement") is made effective as of 5/13/19 between Healing Children, LLC of P.O. Box 421, Kuna Idaho, 83634 and Twin Falls School District.. This Agreement shall be governed by the laws of Idaho.

Intellectual property created, made, or originated by Healing Children, LLC shall be the sole and exclusive property of Healing Children, LLC except as he or she may voluntarily choose to transfer such property, in full, or in part.

Material created for in-services or conferences, such as syllabi, PowerPoints, videos, handouts and tests, shall remain the property of Healing Children, LLC. The counselors will be permitted to use such material for internal instructional, educational, and administrative purposes for contracted trainings only. Copies will be made for current participants only. If Twin Falls desires to use any materials owned by Healing Children, LLC for future clientele a contract will be created and cost will be negotiated between the two parties.

No recordings will be made of Healing Children LLC's presentations by Twin Falls School District..

Payment Information:

50% of payment due August 1st, 2019. Remainder of payment due at the time of service August 13th, 2019.

Late Fees. Any invoice not paid within 30 days of due date is subject to a 5% monthly interest charge. Healing Children reserves the right to use any and all means of collection available under applicable law to collect any amount past due...

Refund Policy:

Cancellation by client/venue/acts of God:

All prepayments and deposits are returned in full (less 10%) if the event is cancelled by the Client, the venue or by an act of God, 90 days or more from the event date.

If the event is canceled between 31 days and 90 days from the event date, all prepayments and deposits are returned to the CLIENT in full (less 20%) of the service deposits.

If the event is cancelled within 15-30 days from the event date, all prepayments and deposits are returned to the CLIENT in full (less 30%) of the service deposits.

If the event is cancelled within 14 days all deposits and prepayments are forfeited in full.

Cancellation by Healing Children, LLC

Healing Children reserves the right to terminate this contract for any valid reason.

If Healing Children Terminates this contract before 30 day period prior to the event date, all deposits and prepayments will be returned in full within 10 days.

If Healing Children Terminates this contract with less than 30 days period prior to the event date, all deposits and prepayments will be returned within 10 days as well as an additional (10%) as penalty.



Damage:

Healing Children assumes no responsibility for any damage or loss of merchandise, equipment or furniture during or after the event. Healing Children will do everything possible to ensure that all of the clients supplies and equipment are cared for and maintained in good working order and without damage.

Healing Children will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of Healing Children or its employees. Client absolves Healing Children, LLC from any third party claims, except for actions caused by Healing Children LLC and/or negligence of its employees. Client shall indemnify, defend and hold Healing Children, LLC harmless from and against any claims or liability to which it or its officers, directors or employees are exposed as a result of client's misuse of any of the training, knowledge or techniques taught by Healing Children, LLC.

OWNER:

Leon Greaver

Healing Children, LLC

Date

LICENSEE/USER

Teresa M. Jones

5/13/19

Date

Contact : Teresa Jones, joneste@tfsd.org

LEASE AGREEMENT

This Lease Agreement (the "Lease") is executed April 9, 2019 and effective as of May 1, 2019 (the "Commencement Date") by and among Eagle Financial, LLC, an Idaho limited liability company (the "Landlord"), and School District No. 411, Twin Falls County, State of Idaho, a body corporate and politic of the State of Idaho whose address is 201 Main Avenue West, Twin Falls, ID 83301 (the "Tenant").

For and in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. **Premises.** Commencing effective as of the Commencement Date (as such term is defined below), the Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord approximately 15,500 square feet of commercial warehouse space, as shown on Exhibit A hereto, located at 621 Washington St. South, Twin Falls, ID 83301, within a much larger space consisting of approximately 150,000 square feet (which larger space the Tenant is not leasing), together with up to 15 non-exclusive parking spaces in the parking lot shared with other occupants of the real property (the "Premises"), and excluding any other exclusive access to any exterior space.

2. **Disclaimer of Warranties.** The Tenant agrees that it has selected the Premises based upon its own independent judgment and disclaims any reliance upon any statements or representations made by the Landlord. THE LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES OR THE PROPERTY UPON WHICH IT IS LOCATED, WHETHER EXPRESSED OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES. The Landlord renders the Premises to the Tenant "AS IS," "WHERE IS," and "WITH ALL FAULTS." In particular, the Tenant has performed its own inspection and analysis of the Premises, which, not by way of representation of the Landlord, the Tenant acknowledges is currently in a state of partial demolition (currently there are several bathrooms with plumbing removed, other interior spaces and doors are welded shut). The Tenant agrees to make the rental and other payments required hereunder without regard to the condition of the Premises and to look only to persons other than the Landlord should any part of Premises for any reason be defective.

3. **Term.**

3.1. **Commencement.** The term of the Lease of the Premises shall commence effective as of the Commencement Date. Rent shall thereafter be due regardless of the Tenant's completion of any Improvements (as defined below) or actual possession of the Premises.

3.2. **Termination.** Unless earlier terminated in accordance with the terms hereof, the initial term of this Lease shall continue until April 30, 2024.

3.3. **Renewal Option.** Provided that the Tenant is not in default hereunder beyond any applicable notice and cure periods, the Tenant shall have the right and option to renew this Lease for one (1) additional ten (10) year option period (the "Extension Period") with Rent (as such

term is defined below) continuing to increase annually as provided below. In the event the Tenant desires to exercise such option to renew, the Tenant shall provide the Landlord with written notice of its exercise of such option at least one hundred eighty (180) days prior to the expiration of the current term.

3.4. Cancellation Option. Provided that the Tenant is not in default hereunder beyond any applicable notice and cure periods, the Tenant shall have the right and option to cancel this Lease upon the following conditions: (i) providing one hundred eighty (180) days' written notice to the Landlord of its intent to terminate and indicating the termination date at least one hundred eighty days from the date of such notice; (ii) payment of all Rent due under this Agreement through the termination date; and (iii) payment of a termination fee equal to six (6) months' Rent, at the then-current rate, on or before the termination date. The Lease shall not be considered to have terminated until the Tenant has provided the appropriate notice, cured any breach of this Lease (including payment of any outstanding Rent) and paid the required termination fee.

4. Rent. During the term of this Lease, the Tenant shall pay to the Landlord rent at the Landlord's address described in Section 27.3 as follows:

4.1. Basic Rent. During the term hereof, the Tenant shall pay the Landlord a monthly basic rent equal to \$0.40/sf per month. For purposes of calculating Rent, the parties agree that the Tenant shall occupy 15,500 square feet. Accordingly Rent hereunder shall initially be set at Six Thousand Two Hundred and No/100ths Dollars (\$6,200.00) per month ("Basic Rent"). Basic Rent shall be paid in advance, on or before the first day of the month, for each month during the term hereof. Basic Rent shall be paid without any prior demand and without any deductions or setoff. Basic Rent for any partial month shall be prorated at the rate of 1/30 of the monthly rent for each day. Basic Rent shall increase each year from its then established amount at the rate of 2.0% per year on each anniversary of the Commencement Date. Such rental increases shall continue through any Renewal Term hereof. By way of illustration, Basic Rent during the first year of this Lease shall be \$6,200.00. In years 2, 3 and 4, the Basic Rent shall increase to \$6,324.00, \$6,450.48 and \$6,579.49, respectively, and so on each year thereafter.

4.2. Additional Rent. In addition to the Basic Rent, Tenant shall pay the following items as Additional Rent within thirty (30) days of receipt of an invoice relating thereto (the "Additional Rent," and together with the Basic Rent, the "Rent") without deductions or setoff:

(a). Reimbursement of all amounts, costs and expenses incurred by the Landlord with respect to Tenant Responsibilities (as such term is defined below).

4.3. Late Payments. Any Rent not paid within ten (10) days of the date due shall accrue interest at the rate of eighteen percent (18.0%) per annum from the date due until paid.

5. Triple Net Lease.

5.1. Tenant Responsibilities. The parties acknowledge and agree that this Lease shall be a true triple net lease, such that the Tenant will be solely responsible for all costs of taxes, maintenance, repair, management, operation and upkeep of the Premises not made the specific

responsibility of the Landlord herein (collectively, the "Tenant Responsibilities") including without limitation the following:

- (a). Payment when due of all utilities and services consumed at the Premises, including without limitation charges for data services, water, sewer, gas, electricity and trash removal service/dumpster rental;
- (b). Maintenance of insurance in accordance with Section 13.1 hereof;
- (c). Repair and maintenance of the Premises, for any damage and/or wear and tear caused by the Tenant or as a result of the Tenant's occupation of the Premises;
- (d). Janitorial services at the Premises;
- (e). Snow and ice removal with respect to the Premises;
- (f). Replacement and repair of lighting fixtures, light bulbs, tubes and glass at the Premises;
- (g). Reimbursement of Landlord for all amounts paid by Landlord for property damage insurance, property taxes or other assessments made against the Premises;
- (h). Tenant's share of common area costs and maintenance which shall be shared among neighboring tenants pro rata in proportion to their occupied square footage; and
- (i). At all times maintaining the Premises in a neat, clean and orderly condition, and repair.

5.2. Landlord Responsibility. The Landlord shall be responsible for the following (collectively, the "Landlord Responsibilities"):

- (a). Maintenance of property damage insurance in accordance with Section 13.2 hereof, subject to reimbursement by the Tenant;
- (b). Payment when due of all property taxes and assessments with respect to the Premises, subject to reimbursement by the Tenant; and
- (c). Maintenance of the roof, foundation and exterior walls of the Premises, to the extent any damage is not caused by Tenant as described in Section 5.1(c).

6. Use.

6.1. Offices and Storage. The Premises shall be used solely as commercial office and/or warehouse/storage space for the Tenant's personal property and equipment and uses reasonably incident thereto. The Tenant shall not permit the Premises, or any part thereof, to be used for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant shall not store any flammable or combustible

materials on the Premises without prior written consent of the Landlord.

6.2. Hazardous Waste. The Tenant shall not permit any hazardous waste, toxic substance or related material to be located upon or generated, stored, transported to or from, disposed of or used on or within the Premises, including without limitation substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (42 U.S.C. § 9601, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.); any similar act or law of the State of Idaho; or any regulations promulgated pursuant to any such laws.

6.3. Compliance with Law. The Tenant shall not use the Premises or permit anything to be done in or about the Premises which would in any way conflict with any applicable law, regulation or ordinance.

7. Alterations and Improvements.

7.1. General. The Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, undertake or permit any construction, alteration, addition or improvement (collectively, "Improvements") in, on or about the Premises. Prior to commencement of any Improvements, the Tenant shall provide to the Landlord copies of the plans and specifications for such Improvements (collectively, the "Plans and Specifications"). The Tenant covenants that any and all Improvements shall be made in a workmanlike manner, in accordance with the approved Plans and Specifications, and in compliance with all applicable federal, state and municipal laws and regulations. All Improvements must be completed after the Commencement Date but prior to physical occupancy by the Tenant.

7.2. Termination of Lease. All authorized Improvements shall remain on and be surrendered with the Premises on termination of the Lease. At Landlord's option, the Tenant shall be required to remove any unauthorized Improvements on termination of the Lease. The Tenant shall repair any damage to the Premises caused by such removal.

8. Liens. The Tenant shall keep the Premises free from any and all liens or encumbrances arising out of work performed, materials furnished or obligations incurred by or on behalf of the Tenant or its employees, agents, invitees or licensees, and the Tenant shall indemnify, hold harmless and defend the Landlord Indemnified Parties (as such term is defined below) from and against the same.

9. Assignments and Subleases.

9.1. Assignment and Subleases by Tenant. Any sublease or assignment of the Premises by the Tenant without the prior express written consent of the Landlord, which consent shall not be unreasonably withheld (in the case of a sublease), shall be null and void. For the avoidance of doubt, the Landlord may withhold its consent if it reasonably determines that such assignee or subtenant does not have the same financial condition or ability to perform as the Tenant. Any Landlord consent shall not be deemed a consent to future subleases or assignments, which consents are hereby expressly reserved.

9.2. Assignment by Landlord. The Landlord may assign the right to receive Rent and other payments hereunder by providing the Tenant with written notice of such assignment.

10. Personal Property. All personal property of the Tenant shall be at the risk of the Tenant. The Tenant may remove its personal property at any time, provided that the Tenant shall repair any damage to the Premises caused by such removal or original installation thereof.

11. Eminent Domain. If at least twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party shall have the right, at its option, to terminate this Lease within sixty (60) days of the date of such taking or appropriation by providing written notice thereof to the other party. If either (a) less than twenty-five percent (25%) percent of the Premises is taken or appropriated or (b) neither party elects to terminate as herein provided, the Basic Rent shall thereafter be equitably reduced to reflect the amount so taken or appropriated. Following any taking or appropriation, the Landlord shall be entitled to any and all income, rent, award, or any interest therein which may be paid or made in connection with any such taking or appropriation, and the Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or use of the portion of the Premises taken or appropriated. Nothing contained herein shall prevent the Tenant from seeking from the public or quasi-public authority a separate award for any personal property appropriated as well as moving expenses in the event of termination.

12. Damage or Destruction.

12.1. Damage Covered by Insurance. If the Premises is damaged or destroyed by fire or other peril covered by hazard insurance, the Landlord shall (contingent only upon receipt of insurance proceeds) repair and reconstruct the Premises to be in substantially the same condition as its condition prior to said damage or destruction; *provided, however*, that if the cost of repairing or reconstructing the Premises to the condition and form prior to the damage or destruction is equal to or in excess of seventy-five percent (75%) of the full replacement cost of the Premises, the Landlord may, at its sole option, elect to terminate the Lease by providing Tenant with written notice of such termination within thirty (30) days after the date of such damage or destruction, which notice shall specify a termination date not less than thirty (30) days after the giving of such notice. In connection with any such repair and reconstruction, the Landlord and the Tenant shall immediately execute any and all documents necessary to make available to the Landlord all proceeds of such insurance, subject to the claims of any mortgagee or beneficiary of a deed of trust. In such event, this Lease shall remain in full force and effect and the rental payable hereunder shall not abate during such repair and restoration, except for space which is not usable to Tenant (in accordance with Section 6.1) during the repair.

12.2. Damage Not Covered by Insurance. If the Premises is damaged or destroyed by fire or other peril not covered by hazard insurance, Landlord may, at its sole option, (i) commence repair and reconstruction of the Premises, in which event this Lease shall continue in full force and effect and the rental payable hereunder shall not abate during such repair and restoration, except for space which is not usable to Tenant (in accordance with Section 6.1) during the repair, or (ii) elect to terminate the Lease by providing Tenant with written notice of such termination within thirty (30) days after the date of such damage or destruction, which

notice shall specify a termination date not less than thirty (30) days after the giving of such notice. If the cause of the fire or other peril is the negligence of the Tenant or the Tenant's employees, agents, licensees or invitees, the Tenant shall be responsible for the costs of any repairs and reconstruction.

12.3. Damage in Last Six Months. Notwithstanding anything to the contrary contained in this Section 12, the Landlord shall have no obligation to repair or reconstruct the Premises when damage resulting from any casualty referenced in this Section 12 occurs during the last six (6) months of the term of this Lease or the extension thereof. In the event the Landlord elects not to undertake repairs or reconstruction in accordance with this Section 12.3, the Landlord shall terminate this Lease by providing the Tenant with written notice of such termination within thirty (30) days after the date of such damage or destruction, which notice shall specify a termination date not less than thirty (30) days after the giving of such notice. Upon Tenant's receipt of Landlord's written notice of termination in accordance with this Section 12.3, the rent payable hereunder shall abate for all space which is not usable to Tenant (in accordance with Section 6.1) beginning on the date the damage occurred until termination of this Lease.

12.4. No Repair of Unauthorized Tenant Improvements. Notwithstanding anything to the contrary contained in this Section 12, the Landlord shall have no obligation to repair or reconstruct any unauthorized Improvements or any panels, decoration, office fixtures, railings, floor coverings, partitions or any other property, including personal property, installed or placed in the Premises by the Tenant without Landlord's prior written consent.

12.5. No Compensation for Loss of Use. Notwithstanding anything to the contrary contained in this Section 12, the Tenant shall not be entitled to any compensation or damages from the Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, annoyance or lost profits in connection with any damage, destruction, repair or reconstruction referenced in this Section 12, unless such damage, destruction, repair or reconstruction is due to the negligence of Landlord, Landlord's employees, agents, licensees or invitees (other than the Tenant).

12.6. Timeliness of Repair. In the event the Landlord elects to repair or reconstruct the Premises, but is unable to substantially complete such repairs or reconstruction within ninety (90) days of the date of damage or destruction, the Tenant may terminate this Lease by providing thirty (30) days' written notice of termination to the Landlord, which notice of termination must be provided, if at all, within one hundred twenty (120) days of the date of damage or destruction.

12.7. Damage or Destruction Caused by Tenant. Notwithstanding anything to the contrary contained in this Section 12, Basic Rent shall not abate for all or any portion of the Premises rendered unusable from damage or destruction resulting from the actions or omissions of Tenant or its agents, employees, guests and invitees.

13. Insurance.

13.1. Tenant. The Tenant shall carry and maintain in full force and effect during the term of this Lease (i) comprehensive general liability insurance with respect to the Premises (including without limitation coverage for personal injury and death) in an amount not less than

\$1,000,000 per occurrence and (ii) workers' compensation insurance in the amounts required by law. Said general liability insurance shall be placed with an insurance company licensed to do business in Idaho with a Best's rating of "A-" or better, and shall insure against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. The Landlord and any mortgagee of the Premises shall be named as additional insureds on such general liability policies. The Tenant shall provide the Landlord and any such mortgagee with certificates evidencing such general liability insurance. For the avoidance of doubt, the Tenant shall also be solely responsible for insuring its personal property, including without limitation any trade fixtures located on the Premises.

13.2. Landlord. The Landlord shall carry and maintain in full force and effect during the term of this Lease real property damage insurance with respect to the Premises insuring the replacement thereof; *provided, however*, that the Tenant shall be responsible for reimbursing the Landlord for the premium of such insurance, which the parties agree that the Tenant shall pay in accordance with Section 5.2. Upon request, the Landlord covenants and agrees to provide the Tenant with a copy of any such insurance policy or policies for its review.

14. Parking; Common Areas. The Lease shall also include reasonable access to and use by the Tenant of shared parking (up to 15 spaces) and common areas (collectively, the "Common Areas"). The Tenant hereby acknowledges and agrees that all such access and use of such Common Areas shall be non-exclusive and is subject to the rules and regulations which may be imposed by the Landlord. The Tenant agrees that it shall not obstruct the use of the Common Areas by Landlord or Landlord's employees, tenants, guests or invitees. Tenant shall be responsible for any damage to the Common Areas caused by any act or negligence of the Tenant, the Tenant's employees, guests, invitees and customers, and it shall keep the same in a neat, clean and orderly condition.

15. Indemnification. The Tenant shall indemnify, defend, protect, and hold harmless the Landlord, its members, managers, officers, agents and employees (collectively, the "Landlord Indemnified Parties") from and against any lien, encumbrance, claim, action, damage or other loss, including without limitation attorneys' fees and expenses of such Landlord Indemnified Party's choosing, in connection with (i) the possession or use of the Premises by the Tenant, the Tenant's employees, agents, licensees or invitees, (ii) the negligence of the Tenant or the Tenant's employees, agents, licensees or invitees in connection with the Lease or (iii) any breach of a representation, warranty or covenant by the Tenant set forth in this Lease. The Landlord shall indemnify, defend, protect, and hold harmless the Tenant from and against any claim, action, damage or other loss, incurred by the Tenant as a result of the breach of any representation, warranty or covenant of the Landlord set for in this Lease.

16. Default.

16.1. Default by Tenant. The Tenant shall be in default under the Lease upon the occurrence of any of the following:

(a). The Tenant fails to pay Rent within ten (10) days of when due, as set forth in Section 4;

(b). The Tenant abandons the Premises;

(c). The Tenant fails to perform any of the other covenants or agreements contained in the Lease within a reasonable time, but in no event later than thirty (30) days after written notice by the Landlord to the Tenant specifying such claimed default; *provided, however*, that if the nature of the Tenant's obligation is such that more than thirty (30) days are required for performance, then the Tenant shall not be in default under the Lease if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion;

(d). The subjection of any of the Tenant's rights or interests under this Lease to attachment, execution or other levy, or to seizure under legal process, if not released within thirty (30) days; or

(e). An assignment by the Tenant for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against the Tenant under any law for the purpose of adjudicating Tenant as bankrupt, or for extending time for payment, adjustment or satisfaction of the Tenant's liabilities, or the reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency of the Tenant; unless the assignment or proceedings, and all orders, adjudications, custodies and supervision are dismissed, vacated or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing or other initial event.

16.2. Default by Landlord. The Landlord shall be in default under the Lease if it fails to perform any covenant or agreement contained in the Lease within a reasonable time, but in no event later than thirty (30) days after written notice by the Tenant to the Landlord specifying such claimed default; *provided, however*, that if the nature of the Landlord's obligation is such that more than thirty (30) days are required for performance, then the Landlord shall not be in default under the Lease if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

17. Remedies.

17.1. Remedies by Landlord. Upon the occurrence of an event of default under the Lease by the Tenant, the Landlord, in its sole discretion, may exercise any rights or remedies provided by law or equity. The parties acknowledge and agree that in the event the Landlord elects to terminate the Tenant's right to possession of the Premises in accordance with the terms of this Lease, the Landlord's damages shall include without limitation lost Rent then owing and thereafter accruing (which may be accelerated at the option of the Landlord) throughout the remainder of the term hereof (including any Extension Period, if applicable), the cost of recovering possession, necessary repairs, and attorneys' fees and expenses related thereto.

17.2. Remedies by Tenant. Upon the occurrence of an event of default under the Lease by the Landlord, the Tenant, in its sole discretion, may exercise any rights or remedies provided by law or equity.

17.3. Remedies Cumulative. Any and all rights and remedies which either party may have under the Lease or by operation of law or equity, shall be distinct, separate and cumulative

and shall not be deemed inconsistent with each other.

18. Access by Landlord. The Landlord shall have access to the Premises at reasonable times, upon reasonable notice to the Tenant and to the extent reasonably possible accompanied by the Tenant or its agent, for any purpose relating to the inspection, marketing, repair, improvement, cure and ownership of the Premises. The Landlord shall use its reasonable efforts to minimize any interference with the conduct of the Tenant's business as a result of such access. The Landlord may place "for rent" signs at the Premises during the six (6) month period prior to the termination of the Lease. In addition, the parties acknowledge and agree that the Tenant's lease, use and possession of the parking lot shall be nonexclusive.
19. Maintenance and Repair. The Tenant shall at its own expense keep the Premises in good condition and repair, and shall at its expense provide all other necessary repairs to the Premises not made the specific responsibility of the Landlord under Section 5.2 hereof.
20. Vacating the Premises. Upon the expiration or earlier termination of the Lease, the Tenant shall surrender the Premises in substantially the same condition as received or thereafter placed with the Landlord's approval, broom cleaned and ordinary wear and tear excepted. The Tenant, at its own expense, shall repair any damage to the Premises caused by or in connection with the removal of any articles of Tenant's personal property, including without limitation repairing floors and patching and painting walls where required by the Landlord to the Landlord's reasonable satisfaction.
21. Estoppel Certificates. At any time and from time to time, within fifteen (15) days after notice of request by the Landlord, the Tenant shall execute, acknowledge and deliver to the Landlord, or to such other recipients as the notice shall direct, a statement certifying that the Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and other charges have been paid in advance, and any other information relating to the status of the Lease requested by Landlord.
22. Quiet Enjoyment. So long as the Tenant is not in default under the terms of the Lease, and subject to the shared use of the Premises as outlined herein, the Landlord warrants and covenants that, during the term of the Lease and subject to the provisions hereof, the Tenant shall have the exclusive right and possession and the quiet enjoyment of the Premises and shall have, hold and enjoy the Premises without interference.
23. Subordination. At the option of the Landlord, the Lease shall be subordinate to the lien of any mortgage, deed of trust, debenture or other encumbrance which is or may hereafter be made or created covering the Premises or any property of which the Premises is a part, provided that with respect to any subsequently created mortgage or deed of trust, the mortgagee (or beneficiary under a deed of trust) agrees to recognize the Lease and not disturb the Tenant for so long as Tenant remains in full compliance with the terms hereof. Upon the request of the Tenant, Tenant and Landlord will sign a Memorandum of Lease with respect to the Premises, which Tenant shall record and file with the Twin Falls County Recorder's Office. The Tenant shall, upon the written request of Landlord, make, acknowledge and deliver all instruments requested by Landlord which are necessary to effect such subordination of the Lease.

24. Hold-Over. If the Tenant remains in possession of the Premises or any part thereof after the expiration of the term or any renewal period hereof, such occupancy shall, with the express written consent of the Landlord, constitute a month-to-month tenancy with a Basic Rent equal to the amount of the last monthly Basic Rent multiplied by 1.5, plus all Additional Rent and other charges payable hereunder, and upon all the terms hereof applicable to such a month-to-month tenancy.

25. Representations and Warranties.

25.1. Representations and Warranties of the Landlord. The Landlord represents and warrants as follows as of the date hereof:

(a). Authorization. The Landlord owns the Premises and has all necessary power and authority to enter into and perform this Lease and to consummate the transactions contemplated hereby.

(b). No Conflicts. Neither the execution, delivery nor performance of this Lease by the Landlord nor the consummation of the transactions contemplated hereby will result in any material conflict with, breach of, or default under any material contract, agreement or instrument to which the Landlord is a party.

25.2. Representations and Warranties of the Tenant. The Tenant represents and warrants as follows as of the date hereof:

(a). Authorization. The Tenant has all necessary corporate power and authority to enter into and perform this Lease and to consummate the transactions contemplated hereby.

(b). No Conflicts. To the knowledge of the Tenant, neither the execution, delivery nor performance of this Lease by the Tenant nor the consummation of the transactions contemplated hereby will result in any material conflict with, breach of, or default under any material contract, agreement or instrument to which the Tenant is a party.

25.3. Representations and Warranties of Signatories. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the Landlord or the Tenant, as applicable. The Landlord and the Tenant further represent and warrant that this Lease is valid and binding upon said entity in accordance with its terms.

25.4. Disclosure. The representations and warranties set forth in this Section 25 are the only representations and warranties upon which the parties are entitled to rely, and do not include any untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

26. Survival of Representations, Warranties and Covenants. All of the representations, warranties and covenants of the Landlord and the Tenant contained herein shall survive and

continue in full force and effect following the date hereof.

27. Miscellaneous.

27.1. Successors and Assigns. This Lease and the rights of the parties hereunder may not be assigned (except in accordance with Section 9 hereof) and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns and the heirs and legal representatives of any individual party hereto.

27.2. Entire Agreement; Amendment. This Lease (including any schedules and annexes attached hereto) constitutes the entire agreement and understanding among the Landlord and the Tenant with respect to the subject matter hereof and supersedes all prior and current understandings and agreements, whether written or oral, with respect to the subject matter hereof. This Lease may be modified or amended only by a written instrument executed by Landlord and the Tenant.

27.3. Notices. All notices, demands or communications required or permitted hereunder shall be in writing. Any notice, demand or other communication given under this Lease shall be deemed to be given if given in writing (including facsimile or similar transmission) addressed as provided on the signature page hereto (or at such other address as the addressee shall have specified by notice actually received by the addressor) and if either (a) personally served, (b) actually delivered in fully legible form, to such address (evidenced in the case of a facsimile by receipt of the correct answer back) or (c) in the case of a letter, 48 hours shall have elapsed after the same shall have been deposited in the United States mails, with first-class postage prepaid and registered or certified.

27.4. Counterparts. This Lease may be executed in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one instrument.

27.5. Interpretation; Severability. The language used in this Lease will be deemed to be the language chosen by the parties to express their mutual intent, and the same shall not be interpreted against any party drafting the same. If any clause or provision of this Lease is held to be illegal, invalid, or unenforceable under present or future laws, then such clause or provision will be severed from this Lease and the Lease will be enforced to the fullest extent permitted by law in a manner that is consistent with the intentions of the parties hereto.

27.6. Governing Law. This Lease shall be construed in accordance with the laws of the State of Idaho without regard to its conflict of law rules. Venue for any litigation arising out of this Lease shall be in Twin Falls County, Idaho.

27.7. Litigation. The prevailing party in any litigation to enforce or interpret this Lease shall be entitled to recover, in addition to such other relief as may be granted, reasonable attorneys fees and costs.

27.8. Representation. Both parties acknowledge and agree that the Landlord has been represented by RandsLaw, PLLC ("RandsLaw") in the negotiation and preparation of this Lease.

This Lease has been drafted by RandsLaw on behalf of the Landlord. The Tenant acknowledges that it is not relying on the above-named firm in any regard and has been encouraged to obtain independent legal counsel prior to execution of this Lease should it so desire. By signing below, the Tenant represents and agrees that it understands the contents hereof and agrees to be bound by the same. Both parties are sophisticated parties in the matters contemplated herein and no provision of this Lease shall be interpreted against the drafter solely by virtue of it being the author thereof.

27.9. Exercise of Rights and Remedies. No delay of, or omission in, the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Lease shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

27.10. Time of Essence. The parties hereto agree that time is and shall be, of the essence in each and every term and condition contained herein.

27.11. Commencement Date. The parties acknowledge and agree that it is their intent that the transactions set forth herein be effective as of the Commencement Date. Accordingly, in the event such transactions cannot be made effective as of such Commencement Date, for any reason, the parties covenant and agree to perform, or cause to be done and performed, all such additional acts and deeds, and execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, all such additional instruments and documents, as may be required to give effect to such intent and the economic and legal effect thereof.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the Commencement Date.

TENANT

201 Main Ave. West
Twin Falls, ID 83301

SCHOOL DISTRICT NO. 411, TWIN FALLS
COUNTY, STATE OF IDAHO

By: Brady D. Dickinson
Name: Brady D. Dickinson
Title: Superintendent

LANDLORD

510
~~2102~~nd Ave. South
Twin Falls, ID 83301

EAGLE FINANCIAL, LLC

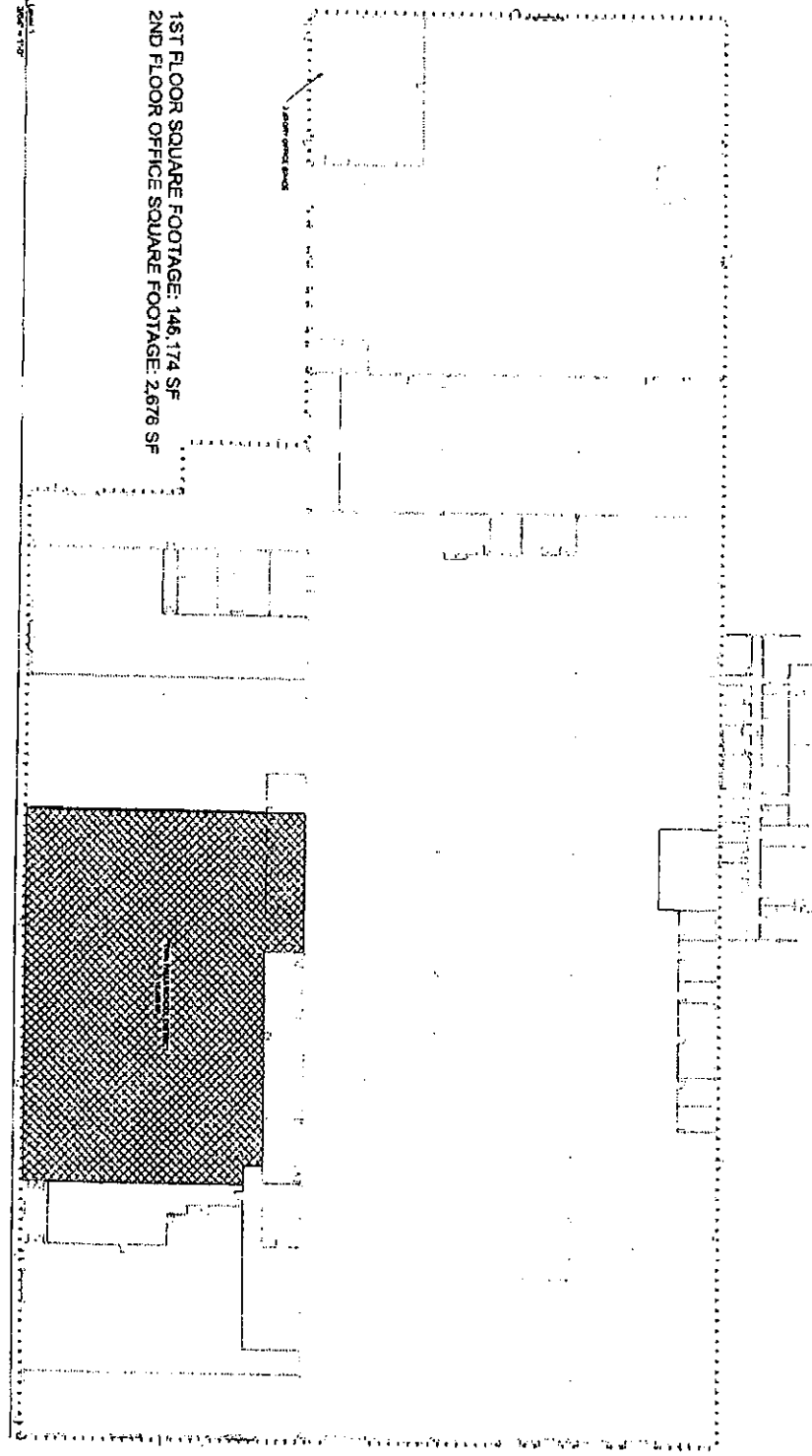
By: [Signature]
Name: Chris Jones
Title: Manager

Exhibit A

PREMISES DRAWING
[to be attached].

①
Scale: 1/8" = 1'-0"

1ST FLOOR SQUARE FOOTAGE: 146,174 SF
2ND FLOOR OFFICE SQUARE FOOTAGE: 2,676 SF



A2-1

DATE: 10/1/81
BY: [Signature]

Laughlin Ricks Architecture
architecture/planning
638 Shoshone Street, Suite 100 • Boise, Idaho 83721
(208) 333-8225 Fax: (208) 333-9424

AN AS-BUILT FACILITY FOR:
PLANT THERAPY
638 Shoshone Street, Suite 100 • Boise, Idaho 83721
FLOOR PLAN

NO. _____

NO. _____



Prepared for:

Twin Falls School District
201 Main Ave W, Twin Falls, ID 83301

Quoted By: Sales Rep
Quote Date: 4/15/2019
Expiration: 7/14/2019

Student Count: 9,500

Tyler Software

Infinite Visions Enterprise Edition Software Suite

Description	License Fee	Annual Fee
Infinite Visions Interfaces		
Timecard Systems Interface	\$6,262	\$1,618
<i>Integration with 3rd party timecard system</i>		
Software Sub-Total:	\$6,262	\$1,618
TOTAL Software:	\$6,262	\$1,618

Estimated Professional Services

Description	Subs	Subs Hrs	Subs Cost
Project Management	4		\$800
Training	16		\$2,000
TOTAL Professional Services:			\$2,600

Summary

Total Tyler Software	One-Time Fees	Recurring Fees
Total Tyler Services	\$6,262	\$1,618
Summary Total	\$2,600	\$0
Contract Total	\$8,862	\$1,618
	\$10,479	

Proposal Notes:

1. Pricing does not include travel expenses for onsite services. Travel expenses will be billed for reimbursement according to Tyler's standard business travel policy.
2. Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment or (b) one (1) year from the Effective Date.
3. Some services may be delivered remotely via web-based training.
4. All payment terms are net thirty (30) days.
5. Tyler Technologies will bill training and consulting services in half-day or full-day increments. If the scheduled session is cut short for any other reason, we will bill for the time scheduled. If the agenda topics are sufficiently covered, you may ask the consultant for help in other areas to maximize the value of that time.
6. Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Signature Approval:

Customer Approval:

Print Name:

Shannon Swafford
Shannon Swafford

Date: 5-30-19

PO#:

CUSTOMER

Twin Falls School District 411
201 Main Ave W
Twin Falls
Idaho 83301-6103

MASTER SERVICE ORDER FORM
ONDEMAND SERVICE AGREEMENT

TimeClock Plus®
a better sense of time..

COMPANY CONTACT NAME:

Shannon Swafford

CONTACT EMAIL:

swaffordsh@tfbsd.org

CONTACT PHONE:

208-732-7524

EFFECTIVE DATE	ACCOUNTING CONTACT NAME	INITIAL SERVICE TERM	PAYMENT TYPE	PAYMENT TERMS
5/30/2019 9:40 AM PDT	Sheila Rinehart	1 year	Net Terms	NA
BILLING CYCLE	LINK CONTACT NAME	DESIRED ACCESS DATE		
Annually	Shannon Swafford	07/01/2019		
STARTING DAY OF WORKWEEK	LINK CONTACT PHONE	LINK CONTACT EMAIL		
Sunday	208-732-7524	swaffordsh@tfbsd.org		

DESCRIPTION OF SERVICE

DMI will provide Customer and its authorized Employees and Users access to the Services during the Initial Service Term. DMI shall make Services available to Customer 24 hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond DMI's reasonable control. Customer will be responsible for all equipment and software required for Customer to access the Internet including, without limitation, a web browser compatible with the Services. Customer agrees to comply with all applicable data protection laws and to act as Data Controller, and appoint DMI as Data Processor, of Personal Data and information entered by Customer's Employees and Users. Customer acknowledges that DMI is not responsible for any use or misuse of the Services by Customer or its employees or contractors or for ensuring Customer's adherence to applicable laws. Customer understands and agrees that your use of and access to TimeClock Plus OnDemand Services is subject to the complete terms and conditions found at: www.timeclockplus.com/saastermsandconditions.aspx.

SaaS - Terms and Conditions

Customer shall pay all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Master Service Order Form. Monthly charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the Licensing Agreement. Total employees each month are defined as the total number of Employees who are made Active at any time and for any duration during any calendar month. Customer may add additional Employees as desired each month by paying the Monthly Employee Fees for those added.

The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet or on the Start Date whichever is later, and will continue for the Initial Service Term. Thereafter this Agreement will automatically renew for successive periods of the same duration as the Initial Service Term unless either party gives the other party ninety (90) days' notice of its intent not to renew. Pricing of subsequent Terms may be subject to the renewal pricing set forth in the notes section of the DMI Invoice. Customer hereby acknowledges that special pricing offered for initial Terms may not be valid at the time of renewal.

By signing this Master Service Order Form for TimeClock Plus OnDemand Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus OnDemand Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement and DMI's Global Data Privacy Policy found at: www.timeclockplus.com/privacy.aspx.

Print Name: Shannon Swafford
Title: Human Resources Director
Authorized Signature: DocuSigned by: Shannon Swafford
F798E01EFC647C...

**TimeClock Plus OnDemand
Master SaaS Agreement**

THIS AGREEMENT is entered into as of 5/30/2019 | 9:40 AM PDT ("Effective Date"), by and between **Data Management, Inc.**, a Texas corporation with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("DMI"), and **Twin Falls School District #11**, located at 201 Main Ave W, Twin Falls, ID 83301-6103 ("Client").

WHEREAS, DMI and Client desire to enter into this Agreement for the provision of hosted services by DMI to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1 "Affiliate" means with respect to Client, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Client.

1.2 "DMI Technology" means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by DMI in the provision of the TCP Services.

1.3 "TCP Services" means the hosted TimeClock Plus software application hosted by DMI in accordance with DMI's then-current hosting environment and including the ancillary services described in this Agreement.

1.4 "Client Equipment" means the computer hardware, software and other tangible equipment and intangible computer code employed by Client in its use of the TCP Services.

1.5 "Client Data" means Client's information or other data processed, stored or transmitted by, in or through the TCP Services.

1.6 "Designated Users" means the number of identifiable unique persons who are authorized by Client at any one time to use the TCP Services as set forth in the Order Form.

1.7 "Use Fees" means the fees set forth on the applicable Order Form or Invoice, including, but not limited to, Monthly Employee Fees and Hardware Support and Maintenance Agreement Fees.

1.8 "Internet Data Center(s)" means any of the facilities used by DMI to provide the TCP Services.

1.9 "Maintenance And Support Services" means the services and related terms and conditions as provided in the Maintenance And Support Terms attached as Exhibit A.

1.10 "Order Form" means a written document mutually agreed upon and executed by the parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Term" means the meaning set forth in Section 14.

1.12 "Unsecured Client Data" means Client Data that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of at least 128 bit encryption technology.

1.13 "Employee" means Customer's individual employee, worker, consultant, substitute or contractor.

1.14 "Active Employee" means a Customer Employee that has not been marked as either terminated or suspended within the TimeClock Plus OnDemand system for whom Customer is required to pay a fee under this Agreement.

1.15 "Provisions" means the permission(s) granted to Customer's Employees to access features within with TimeClock Plus OnDemand Software, as outlined on the Master Service Order Form or Invoice. Provisions are applied within the Software by Customer's authorized Users.

1.16 "Monthly Employee Fee" means DMI's then current fees applicable for each of Client's Employees based on the aggregated Provisions, to access and use the Services measured over the course of each calendar month, as outlined on the Master Service Order Form or Invoice. This fee may be prorated during the first month of the Initial Service Term, and may be prorated for the last month of the Initial Service Term.

1.17 "Personal Data" means any information that can be used to identify, locate or contact an Employee or User.

1.18 "Subprocessor" mean any third party processor engaged by DMI for the purposes of processing Personal Data.

1.19 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Customer from DMI or a registered reseller.

1.20 "Supported Hardware" means any hardware purchased from DMI that is coverable under a DMI Support and Maintenance Agreement.

2. Delivery of Services. Subject to the other terms and conditions of this Agreement and DMI's Global Data Privacy Policy, DMI grants to Client and its Affiliates only for their Designated Users a nonexclusive right and subscription license and to access and use the TCP Services during the Term only for internal business purposes of processing, storing and maintaining Client Data. DMI shall provide Customer and its authorized Employees and Users the TCP Services during the Term in accordance with the terms and conditions of this Agreement.

2.1 Client's Responsibilities. Client agrees to act as the Data Controller, and appoint DMI as Data Processor, of information entered by its authorized Employees and Users. Client agrees to impose similar data protection-related terms that will not be less protective than those imposed on DMI by this Agreement and the Global Data Privacy Policy.

2.2 Subprocessors. DMI has appointed third party data Subprocessors for the purposes of providing hosting and security services. These Subprocessors may process Personal Data in accordance with the terms of this agreement and the Global Data Privacy Policy. The Subprocessor agreements impose similar data protection-related processing terms on the third party Subprocessor that are not less protective than those imposed on DMI in this Agreement and the DMI Privacy Code for Client Data Processing Services. DMI has publish an overview of the categories of Subprocessors involved in the performance of the relevant Services which can be found at www.timeclockplus.com/privacy.aspx.

3. **Security.** As part of the TCP Services, DMI shall implement reasonable security procedures consistent with industry best standards to protect Client Data from unauthorized access, including without limitation (i) 256-bit encryption of data at rest within DMI's servers, movable computing devices, and data communications, (ii) firewalls, (iii) virus detection and anti-virus software, (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular users; and (v) additional security controls consistent with SOC 2 Type II reporting standards (the "Security Standard"). In addition, DMI shall not host or archive Client Data outside the United States. Client agrees that DMI shall not, under any circumstances, be held responsible or liable for situations where the security, stability, or availability of the TCP Services is compromised by Client or a Designated User.

4. **Breaches of Security.** DMI shall implement reasonable and appropriate security procedures consistent with prevailing industry standards and applicable data protection laws to protect Client Data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from the failure of DMI to perform the forgoing obligations, the parties agree that DMI shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to either party at the time. DMI will promptly report to Client any unauthorized access to Client Data upon discovery and in accordance with applicable data breach notification laws. DMI will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, DMI and DMI's third party breach notification contractor will control all breach notifications.

5. **Lost Data; Recovery.** DMI shall undertake commercially reasonable efforts to backup Client Data. The parties agree, however, that DMI shall not be responsible for (i) the accuracy and adequacy of any Client Data or (ii) for maintaining procedures other than the TCP Services for reconstruction of lost data.

6. **Relocation of DMI Supplied Equipment.** In the event that DMI deems it necessary to relocate the DMI Technology to another Internet Data Center operated by or for DMI, Client will cooperate in good faith with DMI to facilitate such relocation. The terms of the Global Data Privacy Policy and this Agreement govern the transfer of Personal Data to a third party Subprocessor and DMI shall be solely responsible for any costs and expenses incurred by DMI in connection with any such relocation and will use commercially reasonable efforts, in cooperation with Client, to minimize and avoid any interruption to the TCP Services.

7. **Restriction on Use.** Client covenants and agrees that its use of the TCP Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, data protection, and export control laws. Without limiting the generality of the foregoing, Client shall not, nor shall it permit or assist others, to:

- 7.1 abuse or fraudulently use the TCP Services;
- 7.2 obtain or attempt to obtain TCP Services by any fraudulent means or device with intent to avoid paying the Use Fees;
- 7.3 allow access to the TCP Services other than by the Designated Users;
- 7.4 permit any third party that is not an Affiliate to use or access the TCP Services;
- 7.5 process or permit to be processed the data of any third party that is not an Affiliate;

7.6 fail to implement data protection policies in accordance with applicable data protection laws;

7.7 attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the DMI Technology; or

7.8 access, alter, or destroy any information of another customer of DMI by any fraudulent means or device, or attempt to do so.

8. Cooperation With Authorities. If either party is requested to disclose all or any part of any Confidential Information (defined in Section 19) under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the receiving party shall (i) immediately notify the disclosing party of the existence, terms and circumstances surrounding such request; (ii) consult with the disclosing party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the disclosing party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although DMI will not systematically monitor the Client Data, DMI reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

9. Data Protection. DMI has adopted the provisions contained in the Global Data Privacy Policy for the processing of Client Employee Personal Data in accordance with GDPR and other applicable data protection laws.

9.1 Instructions. DMI will process certain categories and types of Personal Data only upon Client's instructions and in accordance with applicable data protection laws (e.g. GDPR). Client is responsible for ensuring that all Users who provide instructions are authorized to do so and agrees that DMI will only perform processing activities that are necessary and relevant to provide the Services.

9.2 Requests. Client will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained. Client agrees to adopt a balanced and reasonable policy for managing Subject Access Requests (SARs) and 3rd party disclosures which safeguard the rights of all data subjects and respects the original purpose of the data collection. Client, as Data Controller, will be responsible for receiving, investigating, documenting, and responding to all User and Employee requests for inspection or erasure of Personal Data.

9.3 Assistance. Should Client receive a request from a data subject for the exercise of the data subject's rights under applicable data protection laws, and the correct and legitimate reply to such a request necessitates DMI's assistance, DMI shall assist the Client by providing the necessary information and documentation. DMI shall be given reasonable time to assist the Client with such requests in accordance with the applicable law.

9.4 Confidentiality. DMI shall treat all Personal Data as strictly confidential information that may not be copied, transferred, or otherwise processed without the instruction of the Client. Transfer of Personal Data to another data controller or data processor (e.g. HRIS or Payroll application) is at the sole discretion of the Client and shall comply with applicable data protection laws.

9.5 Indemnity. To the extent permitted by law, Client acknowledges that DMI may not know the applicable data protection rights of any given employee and agrees to indemnify and hold harmless DMI from any and all direct claims, damages and demands, including reasonable

attorney's fees, arising out of Client's violation of applicable data protection laws. Nothing in this Agreement relieves DMI of its own direct responsibilities and liabilities under the applicable data protection laws.

Further information about DMI's use of data and data retention policies can be found in the Global Data Privacy Policy at: www.timeclockplus.com/privacy.aspx.

10. Supplemental Services; Master Agreement.

10.1 DMI may provide to Client supplemental services in accordance with a Statement of Work and a separate services agreement.

10.2 Client may elect to purchase additional products and services via Order Forms from time to time. The parties agree that this Agreement is a master agreement such that additional transactions will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with DMI's then-current pricing schedule. Client agrees that, absent DMI's express written acceptance thereof indicated by execution by an officer of DMI, the terms and conditions contained in any purchase order or other document issued by Client to DMI for the purchase of additional services, shall not be binding on DMI to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

11. Use Fees.

11.1 In consideration for the performance of the TCP Services, Client shall pay DMI the Use Fees. During the Term, Client will be billed in advance an amount equal to the annual charges as indicated in the applicable Order Form or Invoice. All other charges for TCP Services received and expenses incurred during a month (e.g., travel expenses) will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all fees is due upon receipt of each DMI invoice, and in no event shall payment be received by DMI later than thirty (30) days after the invoice date. All payments will be made to DMI at its offices in San Angelo, Texas, in U.S. dollars.

11.2 Subsequent to the initial term specified in the applicable Order Form, DMI may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period and such increase shall not exceed five (5)%.

11.3 TCP Services charges will be equal to the number of total Active Employees multiplied by the Monthly Employee Fee which is based on the aggregated Provisions for each active Employee. Client is responsible for Monthly Employee Fees for the total number of Active Employees who are made active during any calendar month. Client may add additional Employees or Provisions as desired each month, by paying the Monthly Employee Fees on the next billing cycle.

11.4 Employees added at any time during a calendar month will be charged in full for that billing period. Because you are billed in advance for Services, if Client increases their Active Employee count or increases Provisions during a calendar month, Client's next statement and charges will reflect the increased Active Employee count with overage charges incurred from the previous month and prorated over the number of months remaining in the term.

11.5 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

Please indicate your preferred billing/payment cycle:

Please indicate your preferred billing/payment method: Net Terms

12. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on DMI's aggregate income.

13. Non-Payment. If Client is delinquent in its payments, DMI may, upon written notice to Client, (i) modify the payment terms to require full payment before providing any TCP Services; (ii) may require other assurances by Client to secure Client's payment obligations hereunder; or (iii) suspend the provision of TCP Services until the earlier of (a) Client's payment of all such amounts and interest thereon or (b) this Agreement is terminated pursuant to Section 15.

14. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 15, will remain in effect for the initial term of 1 years ("Initial Term"), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). Any associated Software Support and Maintenance Agreement for Supported Hardware which is incorporated with the TCP Services shall also automatically renew for subsequent one (1) terms thereafter, unless either party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term. Except for a termination of this Agreement by Client for cause under Section 15 or Exhibit B, Section 10 (Termination Option For Chronic Problems), in the event of any termination of this Agreement for any reason prior to the expiration of the Initial Term, the entire balance of unpaid Use Fees for the remainder of the Initial Term shall accelerate and become due and payable immediately in a lump sum.

Term Start Date: 07/01/2019

Start of your organization's workweek day (used for calculating overtime): Sunday

15. Termination for Cause. A party may terminate this Agreement for cause if (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, five (5) days; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Client may also terminate this Agreement as provided in Exhibit B, Section 10. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, DMI may terminate this Agreement immediately.

16. Effect of Termination. Without prejudice to any right or remedy of a party with respect to the other party's breach hereunder, upon the effective date of any termination of this Agreement:

16.1 DMI's obligation to provide the TCP Services shall immediately terminate;

16.2 any and all payment obligations of Client under this Agreement for TCP Services provided through the date of termination will immediately become due;

16.3 after such termination and upon Client's reasonable request, DMI shall provide Client Data to Client in a SQL database file format; and

16.4 within thirty (30) days of such termination, each party will destroy or return all additional Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

17. Transition Services. Except for termination by DMI for voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, upon receipt by DMI of Client's final payment for TCP Services, for a period of time not to exceed six (6) months following DMI's receipt of such final payment (the "Termination Assistance Period"), DMI will provide the TCP Services and any and all assistance reasonably requested by Client to allow the TCP Services to continue without interruption or adverse effect. In accordance with the Personal Data transfer provision contained in the Global Data Privacy Policy and this Agreement DMI shall provide, upon Client's reasonable request, Client Data to Client in a SQL database file format. During the Termination Assistance Period, Client shall continue to pay DMI fees equivalent to the then-current Use Fees, such fees to be pro-rated and payable on a monthly basis.

18. Section Reserved.

19. Confidential Information.

19.1 Each party (the "Receiving party") acknowledges that it will have access to certain confidential information of the other party (the "Disclosing party") concerning the Disclosing party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing party, and Personal Data. In addition, a Disclosing party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the DMI Technology and related algorithms, logic, design, and coding methodology, Client Data, and the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

19.2 The Receiving party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws.

19.3 Each party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with all applicable data protection laws. To the extent that the Receiving party is permitted to retransmit any Confidential Information it receives from the Disclosing party, the mode of retransmission must be at least as secure as the mode by which the Disclosing party transmitted the Confidential Information to the Receiving party. If determined that the provision of this Section 19.3 are in conflict with DMI's Global Data Privacy Policy, which may be amended from time-to-time to comply with then applicable data protection law, DMI's Global Data Privacy Policy shall control.

19.4 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving party prior to receipt from the Disclosing party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing party; (ii) becomes known (independently of disclosure by the Disclosing party) to the Receiving party, whether directly or indirectly, from a source other than one having an obligation of

confidentiality to the Disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving party; or (iv) is independently developed by the Receiving party.

19.5 The provisions of this Section 19 are subject to the limitation on DMI's liability set forth in Section 4, but only to the extent that a breach of this Section 19 results from an unauthorized third party using illicit means to access the Services or the DMI Technology. A breach of this Section 19 that results from access to the Services or the DMI Technology by current or former personnel of DMI or any of its subcontractors or providers, shall not be subject to the limitation on DMI's liability set forth in Section 4.

20. Injunctive Relief. The parties hereby agree that any breach of any provision hereof regarding confidentiality or protection of intellectual property rights would constitute irreparable harm, and that the aggrieved party shall be entitled to seek specific performance and/or injunctive relief in addition to other remedies at law or in equity.

21. Intellectual Property Ownership. This Agreement does not transfer from DMI to Client any ownership interest in the DMI Technology. The intellectual property rights embodied in the DMI Technology shall remain in and be the sole and exclusive property of DMI and its licensors. This Agreement does not transfer from Client to DMI any ownership interest in Client Data.

22. Client Representations and Warranties.

22.1 Client represents and warrants that the performance of its obligations and use of the TCP Services (by Client and its Designated Users) will not violate any applicable laws, including domestic and international data protection laws, cause a breach of any agreements with any third parties, or unreasonably interfere with the use by other DMI customers of DMI services.

22.2 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

22.3 Client acknowledges that DMI, as Data Processor, exercises no control whatsoever over the content of the information passing through the TCP Services and that it is the sole responsibility of Client to ensure that the information it and its Users transmit and receive thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

22.4 In the event of any breach of any of the foregoing representations or warranties in this Section 22, in addition to any other remedies available at law or in equity, DMI will have the right to suspend immediately any TCP Services if deemed reasonably necessary by DMI to prevent any harm to DMI and its business. DMI will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, DMI will promptly restore the TCP Services.

23. DMI Representations and Warranties. DMI represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between DMI and any third parties. In the event of a breach of the warranties set forth in this Section 23, Client's sole remedy is termination of this Agreement upon written notice to DMI.

24. Limited Warranty. DMI represents and warrants that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at DMI's expense.

25. Service Level Agreement. The TCP Services Level Agreement set forth in Exhibit B states Client's sole and exclusive remedy for any performance failure of the TCP Services in terms of levels of service.

26. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 24 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY DMI ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. DMI AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, NONINFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. DMI DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NOTHING STATED OR IMPLIED BY DMI WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. DMI HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON DMI. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S REQUIREMENTS.

27. DMI's Intellectual Property Indemnity. DMI will indemnify, defend and hold harmless Client and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Client that the DMI Technology infringes on any U.S. intellectual property right of a third party; provided, however, that DMI is notified in writing of such claim promptly after such claim is made upon Client. DMI shall have the right to control any defense provided pursuant to this Section 27. In no event shall Client settle any such claim without DMI's prior written approval. DMI shall have no liability or obligation under this Section 27 if the claim arises from (i) any alteration or modification to the DMI Technology other than by DMI, (ii) any combination of the DMI Technology with other programs or data not furnished by DMI, or (iii) any use of the DMI Technology prohibited by this Agreement or otherwise outside the scope of use for which the DMI Technology is intended.

27.1 Options for Infringement Claims. If any party is enjoined from using the DMI Technology, or if DMI believes that the DMI Technology may become the subject of a claim of intellectual property infringement, DMI, at its option and expense, may: (i) procure the right for Client to continue to use the TCP Services; (ii) replace or modify the DMI Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case DMI shall refund to Client any and all Use Fees paid in advance by Client for those TCP Services not provided by DMI and provide, at Client's request and free of charge, the Client Data in a SQL database file format.

27.2 Entire Liability. This Section 27 sets forth the entire liability of DMI to Client for any infringement by the DMI Technology of any intellectual property right of any third party.

28. Consequential Damages Waiver. EXCEPT FOR CLAIMS ARISING OUT OF SECTION 27 (DMI'S INTELLECTUAL PROPERTY INDEMNITY), AND SECTION 19 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF THE PARTY CAUSING SUCH DAMAGES OR ANY AFFECTED SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT,

TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS AGREEMENT.

29. **Liability Cap.** Except for claims arising out of Section 27 (DMI's Intellectual Property Indemnity) and Section 19 (Confidential Information), in no event shall DMI's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum total any amounts payable by Client for the Use Fees during the six-month period immediately preceding the accrual of such liability.

30. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

If to DMI: Data Management, Inc.
1 Time Clock Drive
San Angelo, TX 76904
Attn: Ernie Nabors / President

If to Client: Twin Falls School District 411
201 Main Ave W
Twin Falls Idaho 83301-6103
Attn: Shannon Swafford

31. **Assignment; Contractors.**

31.1 This Agreement shall inure to the benefit of, and be binding upon, any successor to all or substantially all of the business and assets of each party, whether by merger, sale of assets, or other agreements or operation of law. Except as provided above, neither party shall assign this Agreement without the non-assigning party's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment in contravention of this Section shall be void and ineffective.

31.2 DMI may appoint an independent contractor or other third party as Subprocessor to serve as its Internet Data Center so long as such independent contractor or third party is contractually bound to protect Confidential Information, including Personal Data, in a manner not less protective than that imposed on DMI in this Agreement and the DMI Privacy Policy for Client Data Processing Services. The appointment of independent contractors or third parties to serve as DMI's Internet Data Center to perform part or all of the TCP Services obligations hereunder shall not relieve DMI of any liability under this Agreement.

32. **Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the

following: (i) any and all warranty disclaimers, limitations on or caps of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting intellectual property rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to either party hereunder.

33. **Marketing.** During the term hereof, Client agrees that DMI may publicly refer to Client, orally and in writing, as a customer of DMI. Any other reference to Client by DMI requires the written consent of Client.

34. **Non-Solicitation.** During the term hereof and continuing through the first anniversary of the termination of this Agreement, Client agrees that it will not, and will ensure that its Affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by DMI or contracted by DMI to provide services to Client.

35. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of DMI), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

36. **Arbitration.** Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Texas. The arbitrator shall apply the laws of the State of Texas to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement.

36.1 **Class Action Waiver.** Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement, and without waiving either party's right of appeal, if any portion of this "Class Action Waiver" provision is deemed invalid or unenforceable, then the entire arbitration provision above (other than this sentence) shall not apply.

37. **Applicable Law; Jurisdiction and Venue; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas and the U.S. Department of Commerce, without regard to its principles of conflicts of law. No action, regardless of form, arising out of this Agreement may be brought by DMI or Licensee more than one (1) year after the cause of action has arisen.

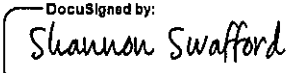
38. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to

complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party.

39. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Accepted by:

Client: Twin Falls School District 411

By: 
DocuSigned by:
F708ED1EFA68470...
(Signature)

Name: Shannon Swafford

Title: Human Resources Director

Data Management Inc.

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT A MAINTENANCE AND SUPPORT TERMS

These Maintenance And Support Terms are intended to be part of the attached Master SaaS Agreement made and entered into by and between DMI and Client. DMI reserves the right to continuously improve the Maintenance And Support Services and to adapt such services to changes in technology and to DMI's business environment. Solely for these purposes, DMI reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Maintenance And Support Terms at DMI's sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. All Support Services will be provided in accordance with applicable data protection laws and the Global Data Privacy Policy which can be found at www.timeclockplus.com/privacy.aspx.

These Maintenance And Support Terms are intended to be part of the attached Master SaaS Agreement made and entered into by and between DMI and Client.

1. Definitions. When used in these Maintenance Services Terms, the following terms will have the meaning set forth in this Section 1. Any capitalized terms not defined in these Maintenance Services Terms are as defined in the Master SaaS Agreement.

1.1 "CSR" means a DMI customer service representative.

1.2 "Error" means a failure of the TCP Services (i) to conform as to all material operational features and performance characteristics as provided in the documentation supplied by DMI and in any applicable Statements of Work for customizations to the TCP Services, and (ii) to be free of errors and defects that materially affect the performance of such features. This definition applies solely to TCP Services that have not been customized. Separate maintenance arrangements are available for customized TCP Services.

1.3 "Error Correction" means a software modification that corrects an Error when it is made or added to the TCP Services.

1.4 "Maintenance And Support Services" means the services described in Section 2 below.

1.5 "New Product" means a product that generates online services which may incorporate some functionality of the TCP Services in addition to one or more of the following changes to a different: (i) programming language, (ii) platform (e.g. .Java to .NET), (iii) style of computing (e.g. client server to web to cloud computing), or (iv) software model of deployment (e.g. local installation to SaaS).

1.6 "Support Term" means the Initial Term and any renewal terms in accordance with Section 14 of the Master SaaS Agreement.

1.7 "Third-Party Products" means any third-party software or hardware appliance product provided by DMI under an Order Form.

1.8 "Update" means TCP Services modifications consisting of Error Corrections, modifications, enhancements or future releases that are distributed generally to users of the same version of the TCP Services. Updates are generally designated by a change in the number to the right of the decimal point (e.g., Version 1.1 to Version 1.2).

1.9 "Upgrade" means a new version of the TCP Services that adds new features and functionality in addition to the original functional characteristics of the TCP Services that is

distributed generally to users the TCP Services. Upgrades are generally designated by a change in the version number to the left of the decimal point (e.g., Version 1.1 to Version 2.1).

1.10 "Workaround" means a procedure or routine that eliminates the practical adverse effect of the Error when implemented in the regular operation of the TCP Services.

2. Maintenance And Support Services Description. DMI will provide the services described below in this Section 2 during Support Terms. These services are included in the annual Maintenance And Support Services fee.

2.1 Support Hours And Response Times. DMI will provide Maintenance And Support Services to Client during regular business hours which are 7:00 am to 7:00 pm CST Time, Monday through Friday, excluding company holidays ("Regular Business Hours"), unless an After-Hours Support Agreement is in place. If extended services are required beyond the Regular Business Hours and in the absence of an After-Hours Support Agreement, at DMI's discretion, separate arrangements may be made with DMI in advance for support after Regular Business Hours or during weekends for significant go-live or upgrade events only.

2.2 Support Services. Support Services include:

2.2.1 issue determination services including (i) information gathering and analysis for TCP Services and Third-Party Products, and (iii) identification of Errors;

2.2.2 issue resolution services including (i) reasonable telephone consultation regarding the use and operation of the TCP Services and Third-Party Products that does not rise to the level of training, (ii) configuration changes for the TCP Services and Third-Party Products, (iii) validating that the TCP Services and Third-Party Products operate within documentation supplied by DMI, (iv) installation of stock (as distinguished from custom) templates for reports, documents, and forms for TCP Services and Third-Party Products, and (v) access to DMI's tcplusondemand.com website;

2.2.3 commercially reasonable efforts to cause Third-Party Product suppliers to cure promptly any error or failure of a Third-Party Product to conform the applicable third-party agreement;

2.2.4 repair or replacement of open source software with functionally equivalent software; and

2.2.5 Error Correction services in accordance with the Error Correction Services Table below.

**Error Correction Services Table
(Service Response Targets)**

Problem Severity	Based on the nature of the reported issue and the impact on Client's business operations, the CSR assigns a severity level to the issue. The severity will always be set to a reasonable and realistic level, reserving the Severity Level 1 only for urgent situations. The severity level may change as new information becomes available.
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<p><u>Level 1:</u> <u>Urgent</u></p>	<p><u>Definition:</u> Issues preventing (i) Client from conducting day-to-day business, such as an inoperable production system, a lack of data integrity, data corruption, or data unavailability, or (ii) a go-live deadline. Client is unable to do production work, and no Workaround is available.</p> <p><u>Response:</u> Level 1 issues always take priority above all other issues. A Level 1 issue will immediately be assigned to a CSR, who will contact Client within one hour with an initial response. The CSR will then work without interruption on the issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2. During this time, Client must be available should further information be required to resolve the issue. If the CSR is unable to contact Client within a reasonable timeframe, the Level 1 status will be downgraded to Level 2 until Client provides the requested documentation. Note: Level 1 issues must be reported to DMI customer support via telephone, or created via email or Web form with a follow-up phone call to confirm receipt.</p> <p><u>Follow-Up:</u> The CSR will update Client at a minimum of once per hour until the issue has been resolved or downgraded to Level 2.</p>
<p><u>Level 2:</u> <u>High</u></p>	<p><u>Definition:</u> Client is able to do some production work, but a major component of the TCP Services is not functioning properly, and a partial Workaround is available. Or, an issue puts a "go-live" deadline at high risk.</p> <p><u>Response:</u> Level 2 issues take priority over all other issues except Level 1. A Level 2 issue will immediately be assigned to a CSR, who will contact Client within two (2) business hours with an initial response. The CSR will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3. Note: In order to facilitate a more prompt response, Level 2 issues should only be reported to DMI customer support via telephone, or created via email or Web form with a follow-up phone call to confirm receipt.</p> <p><u>Follow Up:</u> The CSR will provide feedback to Client on a daily basis (or at mutually agreed upon intervals) until the issue has been resolved or downgraded to Level 3.</p>
<p><u>Level 3:</u> <u>Medium</u></p>	<p><u>Definition:</u> The customer is able to do most production work, but has limited functionality in a certain component of the TCP Services, and a reasonable workaround is available.</p> <p><u>Response:</u> The CSR provides an initial response to Client within the one business day, and will work on the issue during standard support hours after higher priority issues have been resolved. The CSR will work on the issue during standard support hours. <u>Follow-Up:</u> The CSR will provide feedback to Client as mutually agreed upon until the issue has been resolved or a more suitable Workaround is identified.</p>
<p><u>Level 4:</u> <u>Low</u></p>	<p><u>Definition:</u> The customer is able to do all production work, but has general questions, enhancement requests, or documentation needs/questions.</p> <p><u>Response:</u> The CSR provides an initial response to Client within two business days, and will work on the issue as time permits.</p> <p><u>Follow-Up:</u> Feedback will be provided to Client at mutually agreed upon intervals.</p>

2.2.6 Notwithstanding the foregoing, DMI will not be obligated to provide Maintenance And Support Services for problems solely arising as a result of abuse, misuse, accident or neglect by Client, or unauthorized modification to the TCP Services by Client (not under DMI's recommendation or instruction) that would materially impact DMI's ability to provide the Maintenance And Support Services until such problems are fixed by Client. In addition, the following services are not covered under Maintenance And Support Services and will be provided only by mutual agreement regarding fees, deliverables, and delivery schedules: (i) support for software or other products that were not purchased from DMI, (ii) customizations for rules, reports, templates, forms, applications, Business Objects Universe, and interfaces, (iii) development or customization of documentation, (iv) troubleshooting for hardware, networks, connectivity, or operating systems, (v) installation of Java application servers, (vi) on-site services, (vii) remote or on-site training, (viii) remote administration, (ix) scripting, programming, database design, and web development, (x) data recovery, (xi) consultation regarding the use and operation of the TCP Services and Third-Party Products that rises to the level of training.

2.3 Updates.

2.3.1 DMI will provide Client with all Updates that are commercially released by DMI at no additional charge. Updates will not require any additional software, hardware or technology to operate in conformance with the Specifications, except to the extent specified in writing by DMI. DMI will provide the Updates as soon as they are made available. DMI reserves the right to deploy Updates in a manner that does not impact all Client's at once to ensure adequate resources are available to support Clients who may experience issues.

2.3.2 From time to time DMI will release new versions of TCP Services and will update the TCP Services to the latest revision. DMI also releases firmware updates and patches for Supported Hardware. DMI will provide at least 5 business days' notice to Client before performing software updates, unless an emergency release is required to stabilize or secure the TCP Services. In the event that an emergency build requires immediate release, same day notifications may be provided to Customer.

Please enter the email address for update notices to be sent to:

swaffordsh@tfsd.org

2.4 Version Limitation. Notwithstanding anything contained herein to the contrary, DMI will provide Maintenance And Support Services for at least the current version and any preceding versions of the TCP Services that have been released by DMI within the last twelve (12) months. If no version has been released within the last eighteen (18) months, DMI will support the immediately preceding version. The foregoing limitation does not apply to reasonable telephone consultation regarding the use and operation of the TCP Services and Third-Party Products that does not rise to the level of training.

2.5 Updates To Maintenance And Support Services. DMI reserves the right to update Maintenance And Support Services for any renewal Support Term for purposes of conforming the scope of Maintenance And Support Services to changes in technology and/or industry practice; provided, however, in no event shall any such update result in a degradation or diminution of Maintenance And Support Services.

3. New Products. New Products are optional and are not included in the annual Maintenance And Support Services fee. New Products will be made available to Client as soon as they are released to other licensees in the normal course. DMI reserves the right to charge a license fee for New Products.

EXHIBIT B SERVICE LEVEL AGREEMENT

This Service Level Agreement is intended to be part of the attached Master SaaS Agreement made and entered into by and between DMI and Client. DMI reserves the right to continuously improve the uptime and performance of its TCP Services and to adapt such services to changes in technology and to DMI's business environment. Solely for these purposes, DMI reserves the right to modify, elaborate, remove or add to some or all of the provisions of this Service Level Agreement at DMI's sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. This Service Level Agreement shall comply with applicable data protection laws and the Global Data Privacy Policy which can be found at www.timeclockplus.com/privacy.aspx.

1. TCP Services Level Agreement. In the event that Client experiences any of the service performance issues defined in Sections 2.1 and 2.2 as a result of DMI's failure to provide TCP Services, DMI will, upon Client's request in accordance with Section 3, credit Client's account as described below (the "Service Level Agreement"). The Service Level Agreement shall not apply to performance issues (i) caused by factors outside of DMI's reasonable control; (ii) that resulted from any actions or inactions of Client or any third parties; or (iii) that resulted from Client Equipment or third party equipment that is not within the sole control of DMI.

2. Service Level Agreement Definitions. For purposes of this Agreement, the following definitions shall apply only to the TCP Services. References to Section numbers in this Exhibit B shall apply to Sections in Exhibit B, unless expressly provided otherwise.

2.1 "Downtime" shall mean "unplanned" network unavailability within DMI's United States network for thirty (30) consecutive minutes due to the failure of DMI to provide TCP Services for such period. Downtime shall not include any packet loss or network unavailability during DMI's scheduled maintenance of the Internet Data Center(s), network and TCP Services.

2.2 "Performance Problem" shall mean a material deterioration in the performance of the TCP Services excluding any Downtime.

2.3 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of TCP Services.

3. Downtime Periods. In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.

4. Performance Problem. In the event that DMI discovers or is notified by Client that Client is experiencing a Performance Problem, DMI will take all commercially reasonable actions necessary to determine the source of the Performance Problem.

5. Discovery of Source; Notification of Client. Within four (4) hours of discovering or receiving notice of the Performance Problem, DMI will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the DMI Technology or whether the Performance Problem arises from the Client Equipment or Client's connection to the Internet. If DMI determines that the DMI Technology and Client and DMI connection are not the source of the Performance Problem, then DMI will use commercially reasonable efforts to determine the source of the Performance Problem within an additional four (4) hour period, DMI will notify Client of its

findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.

6. **Correction.** If the source of the Performance Problem is within the sole control of DMI, then DMI will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of DMI, then DMI will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.

7. **Service Credits for Performance Problems.** In the event that DMI (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, DMI will deliver a Service Credit to Client for each four (4) hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.

8. **Client Must Request Service Credit.** Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, DMI will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify DMI within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.

9. **Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by DMI to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the DMI invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.

10. **Termination Option for Chronic Problems.** Client may terminate this Agreement and without liability or penalty to DMI by notifying DMI within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by DMI.

TimeClock Plus
by Data Management, Inc.
1 Time Clock Drive, San Angelo, TX 76904
325 223-9500 800 749-8463
sales@timeclockplus.com

Quote	Customer	Quote Date
470283	154278	04/12/2019

CUSTOMER
Twin Falls School District 411 Shannon Swafford (208) 732-7524 201 Main Ave W Twin Falls, ID 83301-6103

Rep	Entry	Method of Shipment	Method of Payment
CMARTIN	CCRABTREE	UPS Ground	Purchase Order Net30

Stock No.	Ordered	Description	Unit Cost	Total
		Annual Employee Licensing: (\$25,920.00)		
1025-12311	600	TimeClock Plus Professional Annual Clockable Employee License	36.00	21,600.00
1025-12312	560	TimeClock Plus Professional Annual Non-Clockable Employee License	6.00	3,360.00
1025-12313	160	TimeClock Plus Professional Annual Sub/Temp License	6.00	960.00
		SubSearch Plus Annual Licensing (\$864.00)		
1025-12354	560	TCP SubSearch Plus (Teacher) Annual License	1.20	672.00
1025-12355	160	TCP SubSearch Plus (Sub) Annual License	1.20	192.00
		Annual Hardware Support (\$3,595.20)		
1099-220	1	Hardware Support	3,595.20	3,595.20
		One-Time Cost Activation and Speciality Package: (\$249.00)		
1025-1130	1	TimeClock Plus Professional Initial Activation	249.00	249.00
1025-100	1	OnDemand Module Package	8,598.00	8,598.00
		- AutoImport Module (Versions 5/6/7)		
		- Tyler Infinite Visions Seamless Interface		
		- InfiniteVisions (Export Module)		
		- MobileClock for Android and iOS (Unlimited Devices)		
		- Contract Hours Module		
		- Advanced Comp Time Tracking		
		- Weighted Hour Calculation Module		
		- Benefits Status Monitor		
		- April Discount	(8,598.00)	(8,598.00)
		Professional Services: (\$17,910.00)		
800-814	90	Dedicated Support Services (Per hour)	225.00	20,250.00
		- April Discount	(26.00)	(2,340.00)
		Touch Screen Time Clocks with WiFi (\$29,960.00)		
244-105	20	RDT Touch 400	1,801.00	36,020.00
		- WiFi 802.11 b/g/n Adaptor		
		- Volume Discount 20+	(303.00)	(6,060.00)
		Taxes my apply - send tax certificate.		
		**Clocks can be purchase in July - We can discuss time of the invoice.		

Valid for 7 days. Expires 04/19/2019.



Product Total: 95,496.20
Discount: (16,998.00)
Subtotal: 78,498.20
S & H: 158.00
Total: 78,656.20