



\$0 Yearbook Services Contract

TreeRing Corporation
217 S. B St
San Mateo, CA 94401

This Contract is made and entered into this day **2/25/2021** by and between TreeRing Corporation and **Broken Arrow Public Schools, Oklahoma** ("Customer"). For and in consideration of the mutual promises, covenants and obligations contained herein, the Customer hereby retains TreeRing to undertake services enabling the Customer, parents and students to collaborate within the TreeRing social community in the creation and printing of personalized yearbooks commemorating individualized experiences through the TreeRing website (the "Services") for the Customer. The parties agree as follows:

1. Term: This Contract shall be effective for one (1) year, 2021-2022 School Year.
2. Printing Services: TreeRing's basic yearbook services are to provide a printed book as specified:

Color: All pages in full color

Binding/Cover: Hard Cover (Glossy Finish)

Included Customizable Pages: 2 pages

Total Number of Pages: 36 pages (Core included Custom pages)

3. Compensation: TreeRing's \$0 Contract is defined that the Customer is under no obligation to pay any amount to reserve TreeRing's yearbook services on behalf of the Customer. TreeRing will manage the collection of charges directly from the end customer (parents) via our website, www.treering.com and checks by mail. The Customer has no required minimum sales number. All yearbooks will be delivered to the Customer at an agreed upon date as defined in the TreeRing application. At the Customer's option, TreeRing will add an additional Fundraiser to the price of each book sold. The fundraiser check will be issued from TreeRing Corporation and made out either to the Customer or official PTA/PTO and mailed no later than 120 days after your delivery date.

Minimum order of books required to receive this price: NONE

Financial commitment by the Customer or parents to purchase books: \$0

Price for Core Included Custom Pages: \$12.91

Fundraiser Amount: \$2.09

Credit Card/Online Processing Fee: \$0.00 (Free)
Bulk Shipping to Customer: \$0.00 (Free)
Total Price to Purchaser: \$15.00 plus tax if applicable

4. Support: TreeRing and its representative(s) will be available to assist the Customer's yearbook advisors and pertinent staff via email, chat and telephone support. On-site support may be provided as determined solely by TreeRing representative(s). TreeRing makes no claims to providing on-site support and providing on-site support at the discretion of any TreeRing Representative in no way binds TreeRing to providing future on-site support. TreeRing may assist the Customer with promotion for sale of yearbooks.

5. Exclusivity: The Customer agrees to retain TreeRing as its sole yearbook provider through the term of this contract and will not retain another entity to procure yearbook printing and services without enacting the steps provided for under paragraph 7 below.

6. Additional Obligations: The Customer is responsible for ensuring that its and any other user's use of the Services under TreeRing's agreement with the Customer will not violate any applicable U.S., state, or foreign law or regulation, including without limitation, applicable privacy laws. The Customer will be solely responsible (and the Customer hereby agrees that TreeRing is not responsible) for compliance with the Family Educational Rights and Privacy Act and the Child Online Privacy Protection Act (COPPA), including without limitation, by limiting access to the Services to those student users from whom the Customer has received valid consent forms and complying with all parental requests regarding the collection, use and disclosure of such parent's child's information. The Customer is responsible for disseminating parental consent forms to parents of potential student users, for confirming receipt of valid consent forms for each child before granting a parent and/or that parent's child an access code for the Services, and for retaining such consent forms on file. The Customer must provide parent users with the option to agree to the collection and use of such parent's child's personal information without agreeing to the disclosure of the information to third parties. If a parent user does not consent or rescinds such consent, the Customer shall immediately notify TreeRing to discontinue that child's access to the Services and ensure that such child's information is no longer accessible through the Services. In any case, however, TreeRing may provide any collected information to third parties who use it to provide support for the internal operations of TreeRing. The Customer acknowledges that TreeRing has provided full notice of its personal information collection, use, and disclosure practices available on TreeRing's website. The Customer decides who has access to what information and Content and who can delete or modify the information and Content. The Customer is responsible for providing parent users access to their child's profile so the parent user may review, modify, or delete any student user information contained in the student user's profile by allowing the parent to edit the child's profile on the Services. The Customer (and not TreeRing) is solely responsible for all consequences of the performance or non-performance of its obligations in this Section of the Terms; TreeRing hereby disclaims any

and all liability for the Customer's failure to perform its obligations under this Contract and under the Terms of Services available on TreeRing's website.

7. Termination:

A. Without Cause: Either party may terminate this Contract, without cause and without penalty, upon written notice to the other party, to the attention of the lead contact indicated in paragraph 8, delivered prior to completion of the book. Termination will be effective immediately.

B. With Cause: The failure of either party to comply with any provision of this Contract shall place that party in default. Prior to terminating this Contract, the non-defaulting party shall notify the defaulting party in writing, to the attention of the lead contact indicated in paragraph 8, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within ten (10) working days, the non-defaulting party shall serve written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. If the contract is terminated any purchases made by the school community will be refunded directly back to the purchaser by TreeRing.

8. Contact Persons: TreeRing and the Customer designate the following persons as point persons for this Contract:

Customer Lead: Tyler Porter

TreeRing Lead: Bobby Hernandez, Head of Business Growth

9. Notices: Any notices required under this Contract shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery at the request of the other party.

10. Applicable Law: This Contract and the rights and obligations of the parties shall be governed and construed according to the laws of the State of California.

11. Authorized Representatives. By completing the TreeRing online signup process you confirm that you are an authorized representative and agree to this Contract. This Contract is valid and enforceable upon online execution.

Authorized TreeRing Representative (Name): **Bobby Hernandez**

Authorized TreeRing Representative (Signature): _____

Authorized Customer Representative (Name): _____

Authorized Customer Representative (Signature): _____