BROKEN ARROW PUBLIC SCHOOLS

Educating Today — *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: September 1, 2022

Contract/Agreement Vendor:

cidilabs	Jacoba Behunin

Name of Vendor & Contact Person

jacoba@cidilabs.com

Vendor Email Address

cidilabs provides SaaS subscription to use DesignPLUS. DesignPLUS is an online tool used with Canvas.

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Elementary and Secondary BAPS students and teachers.

Reason/Audience to benefit

September 12, 2022 $2,100.00
BOE Date   Amount of agreement

Person Submitting Contract/Agreement for Review: Jennifer Peterson

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin:

Cabinet Team Member:

Funding Source: 11/36   102-1000-653-100-1050-000-sites
Fund/Project   OCAS Coding

☑ **Consent**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and cidilabs. cidilabs provides SaaS subscription to use DelignPLUS. This online tool makes creating and managing online courses through Canvas simple and engaging for teachers and students. The is year 2 of a 2 year agreement.

The cost to the District is $2,100.00 and will be paid with bond funds./J.Peterson

☐ **Action**

Summary   *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

EXHIBIT E
Cidi Labs Extension/Renewal Term Order Details

cidilabs

55 W 900 S
Salt Lake City, UT 84101
USA
(385) 404-2434

Order Number:	O-21-2340
Term Start Date:	7/1/2021
Term End Date:	6/30/2023

Order Details:

Name:	Brandon Chitty		
Organization:	Broken Arrow School District	Subscription Term:	2 YR Pd annually
Address:		Payment Terms:	Net 30
Email:	blchitty@baschools.org	Currency:	USD
Phone:			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
2	Annual DesignPLUS Subscription	SaaS subscription to use Cidi Design Tools which include the DesignPLUS, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 enrollment 0-1499; renewal to agreement O-21-1514	$2,100	$4,200

Total:				$4,200.00

Payment Schedule:

~~Year 1~~	Year 2	Year 3
–	$2,100	$2,100

If you have questions about this order please contact:
Mike Zackrison at mikez@cidilabs.com

Please email purchase orders to sales@cidilabs.com
Cidi Labs Federal ID #: 37-1816981

** CONFIDENTIAL **

Two year renewal of DesignPLUS pd annually.

Replaces O-21-2198

Acknowledged by

**AMENDMENT No. 2
TO CIDI LABS TERMS AND CONDITIONS
ENTERPRISE SAAS LICENSE AND SUPPORT**

This Amendment No. 2 (*"Amendment"*) is made effective as of June 1, 2021 (the *"Amendment Effective Date"*), by and between Cidi Labs, LLC, a Utah limited liability company (*"Cidi Labs"*), and Broken Arrow Public Schools, (*"Licensee"*).

WHEREAS, Licensee and Cidi Labs previously entered into that certain Cidi Labs Terms and Conditions Enterprise SaaS License and Support Agreement (including Exhibits A, B , C and D thereto), executed on 6/7/21 (Order Details: O-21-2198) (the *"Agreement"*), pursuant to which Cidi Labs provides certain services, as further described therein; and

WHEREAS, the parties now wish to amend the Agreement, to among other things, provide for clarification of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. **Renewal/Extension.** Licensee and Cidi Labs hereby agree that **Exhibit E**, attached hereto,

of the Agreement is extended for the period set forth in Exhibit E (the *"Renewal Term"*). During the Renewal Term all terms and conditions contained within the Agreement will remain unchanged and continue in full force and effect except as expressly stated otherwise herein and in **Exhibit E**.

2. **Miscellaneous.** Capitalized terms not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. In the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control. This Amendment will be interpreted and construed in accordance with the laws of the State of Utah, without regard to its choice of law principles. This Amendment may be executed electronically and in counterparts, each of which will be deemed to be an original and such counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

⬡ cidilabs

THE PARTIES HAVE SIGNED BELOW to indicate their acceptance of the terms of this Amendment No. 2.

CIDI LABS, LLC:	BROKEN ARROW PUBLIC SCHOOLS
Signature:	Signature:
Printed Name: Mike Zackrison	Printed Name:
Title: CEO	Title:
Date:	Date:

BROKEN ARROW PUBLIC SCHOOLS

Signature:

Printed Name:
Steve Allen

Title:
BOE President

Date:
6-7-2021

Amendment 1 signed by BOE President; copy of signature on file.

Acknowledged by

replaced with O-21-2340 2 YR DesignPLUS renewal

cidi

AMENDMENT No. 1
TO CIDI LABS TERMS AND CONDITIONS
ENTERPRISE SAAS LICENSE AND SUPPORT

This Amendment No. 1 ("*Amendment*") is made effective as of June 1, 2021 (the "*Amendment Effective Date*"), by and between Cidi Labs, LLC, a Utah limited liability company ("*Cidi Labs*"), and Broken Arrow Public Schools, ("*Licensee*").

WHEREAS, Licensee and Cidi Labs previously entered into that certain Cidi Labs Terms and Conditions Enterprise SaaS License and Support Agreement (including Exhibits A, B and C thereto), executed on 6/24/2020 (the "*Agreement*"), pursuant to which Cidi Labs provides certain services, as further described therein; and

WHEREAS, the parties now wish to amend the Agreement, to among other things, provide for a renewal and extension of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Renewal/Extension. Licensee and Cidi Labs hereby agree that Exhibit D, attached hereto, shall be added to, and incorporated into, the Agreement as a new "Exhibit D" and that the term of the Agreement is extended for the period set forth in Exhibit D (the "*Renewal Term*"). During the Renewal Term all terms and conditions contained within the Agreement will remain unchanged and continue in full force and effect except as expressly stated otherwise herein and in Exhibit D.

2. Miscellaneous. Capitalized terms not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. In the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control. This Amendment will be interpreted and construed in accordance with the laws of the State of Utah, without regard to its choice of law principles. This Amendment may be executed electronically and in counterparts, each of which will be deemed to be an original and such counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Cidi Labs

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THE PARTIES HAVE SIGNED BELOW to indicate their acceptance of the terms of this Amendment No. 1.

CIDI LABS, LLC:

Signature:
Mike Zackrison
DOEB673AEAC44D3

Printed Name:
Mike Zackrison

Title:
CEO

Date:
6/15/2021 | 1:32 PM PDT

BROKEN ARROW PUBLIC SCHOOLS

Signature:

Printed Name:
Steve Allen

Title:
BOE President

Date:
6-7-2021

EXHIBIT D
Cidi Labs Extension/Renewal Term Order Details

cidi

55 W 900 S
Salt Lake City, UT 84101
USA
(385) 404-3434

	Order Number:	O-21-2198
	Term Start Date:	7/1/2021
	Term End Date:	6/30/2022

Order Details:

Name:	Brandon Chitty		
Organization:	Broken Arrow School District	Subscription Term:	1 YR
Address:		Payment Terms:	Net 30
Email:	bchitty@baschools.org	Currency:	USD
Phone:			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual DesignPLUS Subscription	SaaS subscription to use Cidi Design Tools which include the DesignPLUS, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 enrollment between 18,000-24,999	$10,500	$10,500

replaced with O-21-2340 2 YR DesignPLUS renewal

Total:				$10,500.00

Payment Schedule:

Year 1	Year 2	Year 3
$10,500	N/A	N/A

If you have questions about this order please contact:
Mike Zackrison at mikez@cidilabs.com

Please email purchase orders to sales@cidilabs.com
Cidi Labs Federal ID #: 37-1816981

** CONFIDENTIAL **

cidilabs

55 W 900 S
Salt Lake City, UT 84101
USA
(385) 404-2431

Quote Details:

Name:	Brandon Chitty		
Organization:	Broken Arrow Public Schools online only	Subscription Term:	12 MO
Address:		Payment Terms:	Net 30
Email:	bidnitty@baschools.org	Currency:	USD
Phone:			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual DesignPLUS Subscription	SaaS subscription to use Cidi Design Tools which include the DesignPLUS, Multitool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 Tier A	$2,100	$2,100
1	Implementation Services	One-time fee for implementation, basic configuration and cohort training services.	$2,000	$2,000

Total:	$4,100.00

Payment Schedule:

Year 1	Year 2	Year 3
$4,100	$2,100	$2,100

If you have questions about this quote please contact:

Mike Zackrison at mikez@cidilabs.com

A Enterprise SaaS License and Support Agreement will be forwarded after acceptance of this quote.

Please email purchase orders to sales@cidilabs.com

Cidi Labs Federal ID #: 37-1816781

This Quote is subject to execution of a signed Order Form between Cidi Labs, LLC ("Cidi Labs") and Customer for the products or services quoted and it is subject to Cidi Lab's Enterprise SaaS License and Support Agreement. Pricing is valid through this Quote Expiration date and does not include any applicable taxes.

Payment terms are noted above. Interest will be charged at the rate of one and one-half percent (1.5%) per month or the highest lawful rate whichever is less, on all unpaid amounts 30 days past the due date.

** CONFIDENTIAL **

cidilabs

Cidi Labs Terms and Conditions
Enterprise SaaS License and Support

The use by Broken Arrow Public Schools ("Licensee") of Cidi Labs, LLC's ("Cidi Labs") Software-as-a-Service ("SaaS") Applications ("Software," or "Application Services"), is expressly conditioned on each parties' acceptance of the following terms and conditions including Exhibits A, B, and C (collectively the "Agreement" or "Terms"):

1. DESCRIPTION OF SERVICE(S)

Cidi Labs provides the following Application Services that integrate with and enhance the Canvas Learning Management System (LMS) ("Canvas"). The Application Services marked ("X") below are covered by this Enterprise SaaS License and Support Agreement and the terms and conditions outlined herein. Cidi Labs Application Services include:

__X__ DesignPLUS – Design Tools for Canvas: these provide Licensee's users with the ability to rapidly build course structures, style content, manipulate images, check accessibility of page content and many other capabilities inside Canvas. DesignPLUS consists of two LTI (Learning Tools Interoperability) tools, a JavaScript-based content editing tool, and the CSS and JavaScript files necessary to support the content created with the tools. Some content created using DesignPLUS inside a Canvas course depends on server calls to JavaScript and CSS files residing on Cidi Labs' servers to properly render. All content created with these tools resides in Canvas and is owned by Licensee. This application does not access or store any student information. For proper operation, DesignPLUS requires Licensee to add lines of code to their custom CSS and JavaScript files inside Canvas. -

____ TidyUP: this is a file clean up tool for Canvas. It is an LTI tool that helps users see what course files are in use, not in use, and allows bulk deletion of files, among other features. Please note that files deleted with this tool can NOT be recovered by Cidi Labs. Cidi Labs is not responsible for data loss due to use of this tool. This application does not access or store any student information. .. -   -

____ UDOIT Cloud: this is a course-level accessibility checking LTI tool that helps users see what accessibility issues are present in their course content and assists in fixing them. Cidi Labs is NOT responsible for any content accessibility issues discovered, but not fixed by the user, or not discovered by UDOIT Cloud due to inadequacies of the software. In no way does use of this product create any type of warranty insuring that inaccessible content will not be present inside Canvas. Licensee agrees that Cidi Labs may NOT be held responsible in any way in the event a lawsuit is brought against Licensee by any of its constituents for violating web content accessibility laws. This application does not access or store any student information.

____ ReadyGO: this is a LTI tool that allows teams to easily assess, monitor, and manage the readiness of their courses before the start of a new term. This application does not access or store any student information. It does store information about courses and staff members.

To use Cidi Labs Application Services, Licensee must have access to an instance of Canvas and obtain access to the Internet. The Software does not include access to Canvas, the Internet, or the equipment necessary for Licensee to obtain such access.

The specific services to be delivered by Cidi Labs are defined in Exhibits A, B, and C.

2. BILLING POLICIES

Payment for Software-as-a-Service (SaaS) is billed annually and due in advance. Second and subsequent year invoices for multiyear agreements are generated up to sixty (60) days prior to the first day of the calendar month for which this Agreement's term begins (as defined in Exhibit A). All payments are due within thirty (30) days of invoice receipt by Licensee. If payment is not received within sixty (60) days of invoice receipt by Licensee, Cidi Labs reserves the right to suspend access to Application Services.

Payments for Application Services made after sixty (60) days of invoice receipt by Licensee are considered delinquent and may be subject to reasonable interest, collection, and legal fees.

Licensee agrees to pay Cidi Labs for all charges agreed to per this Agreement. Licensee acknowledges that no full or partial refund of implementation fees or the initial or current year's license fee will be given if Application Services are canceled.

Cidi Labs reserves the right to change the prices, terms, and conditions of Application Services at the conclusion of this Agreement's initial term (as defined in Exhibit A). Cidi Labs agrees to negotiate follow-on contracts for support in good faith.

Renewal of this Agreement is not automatic, and as such any changes or extensions will not be effective absent the execution of an addendum to this Agreement or a replacement agreement.

3. SERVICE LEVEL GUARANTEE

The following Cidi Labs service guarantees are made to Licensee while operating under a SaaS License:

A. Application Services Availability: Network connections between an operating Cidi Labs Application and the Internet will be available to the Licensee free of interruptions 99.9% of the time, not including downtime incurred during normal or scheduled maintenance windows (as defined in Exhibit C). For the purposes of calculating the 99.9% figure, time from unused maintenance windows cannot be used to offset downtime that occurs outside the parameters of Section 15.

B. Interruptions: In the event a Licensee experiences an Application Services interruption for more than thirty (30) consecutive minutes and is unable to transmit and receive information from the Software system, and Licensee notifies Cidi Labs immediately of such event and Cidi Labs determines that such interruption was caused by Cidi Labs' inability to provide Application Services for reasons within Cidi Labs' control and not as a result of any actions or inactions of Licensee's equipment or any third parties (including failure of Canvas or third-party equipment), and such inability is not a result of standard scheduled maintenance of Application Services, Cidi Labs will, upon Licensee's request, credit Licensee's account with a pro-rated amount of the total

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annual licensing cost equivalent to two hundred percent (200%) of the length of the interruption that exceeds the parameters set forth in Section 3A. Licensee credit may not exceed the pro-rated amount equivalent to one month's fees of the respective Application Services in any single calendar month.

4. SECURITY

Cidi Labs Application Services integrate with Canvas and therefore rely on Canvas' authentication services for user authorization and authentication. Users access Application Services exclusively through Canvas. Cidi Labs Application Services use LTI and the OAuth2 protocol to authenticate and allow users to perform actions within the Software, without obtaining the user's password. The Software stores the following information on a server that is secured by an authentication scheme and a firewall: (1) encrypted user OAuth credentials, (2) application logs that include user domain, page url, browser information, error details, and (3) institution identifiers and LTI credentials. The Software does not collect any student information as this data is not required for the Software to operate. Cidi Labs makes available in its support portal detailed descriptions of all Canvas API endpoints utilized and data accessed, stored or pushed to Canvas by the Software. Physical and electronic measures ensure that no outside unauthorized access can be obtained to Cidi Labs servers.

Licensee acknowledges and agrees that, due to the inherent qualities of the internet, Cidi Labs cannot prevent and, therefore, is not responsible for security breaches unrelated to its providing of the Software, nor is Cidi Labs responsible for Licensee's failure to maintain the confidentiality of Licensee's Canvas account information and/or passwords. Furthermore, Licensee is entirely responsible for any and all activities that occur under Licensee's account.

Each party agrees to immediately notify the other of any unauthorized use of accounts or any other known breach of security. Licensee is responsible for maintaining the confidentiality of Licensee's LTI consumer keys and secrets, and is fully responsible for all activities that occur under Licensee's accounts. Licensee agrees to (a) immediately notify Cidi Labs of any unauthorized use of Licensee's accounts involving the Software or any other known breach of security involving the Software, and (b) make good-faith efforts to ensure that Licensee's users exit (logout) from Licensee's Canvas account at the end of each session.

Licensee agrees that Cidi Labs is not liable for any loss or damage arising from Licensee's failure to comply with the paragraph above.

5. LICENSEE CONDUCT

Some Cidi Labs Application Services help users create content in Canvas. Licensee agrees that content created with Applications Services is the sole responsibility of the person from which such Licensee content originated. Licensee, and not Cidi Labs, is entirely responsible for all Licensee content that is created or updated via Application Services. Cidi Labs does not control the Licensee content created via Application Services and, as such, does not guarantee the accuracy, integrity, or quality of such Licensee content. Under no circumstances will Cidi Labs be liable in any way for any Licensee content, including, but not limited to, any errors or omissions in any Licensee content, any accessibility issues that violate web content accessibility laws present in Licensee content, or for any loss or damage of any kind

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incurred as a result of the use of any Licensee content created, published, or otherwise updated via Application Services. Licensee agrees to use Application Services in a manner consistent with any and all applicable laws and regulations. Specifically, Licensee agrees not to use Application Services for any unlawful, offensive, harassing, or deceitful purpose. Transmission of material, information, or software in violation of any local, state, or federal law is prohibited and is a breach of these Terms.

6. INDEMNITY

Each party agrees to indemnify and hold the other (including its subsidiaries, affiliates, officers, agents, partners, and employees) harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of material that Licensee creates or updates with Application Services, Licensee's use of Application Services, either party's violation of these Terms or of any rights of another, or Cidi Labs' providing of Application Services.

7. NO RESALE OF CIDI LABS APPLICATION SERVICES

Cidi Labs grants Licensee a limited, non-exclusive, non-transferable, revocable license to use Application Services only for its stated purposes. As a licensee of Application Services, Licensee may not rent, lease, grant a security interest in, sell, resell, or otherwise transfer any rights Licensee has in the use of Application Services. Licensee further agrees not to reproduce, duplicate, copy, or exploit for any commercial purposes, any portion of Application Services, use of Application Services, or access to Application Services.

Under the license described in the previous paragraph, Licensee is prohibited from modifying, translating, disassembling, decompiling, or reverse engineering or otherwise attempting to derive the source code for the operation of Cidi Labs Application Services or creating derivative works based on Cidi Labs Software or parts of the Software. For purposes of these Terms, "reverse engineering" shall mean the examination or analysis of Application Services to determine its source code, structure, organization, internal design, algorithms, or encryption devices.

The preceding paragraph does not apply to UDOIT Cloud since its source code is open source.

8. TERMINATION OF AGREEMENT

Single-year agreements automatically terminate at the Term End Date defined in Exhibit A. Continuation of Application Services is subject to current rates at the time of the new contract agreement.

Prepaid or annually invoiced, multiyear agreements automatically terminate at the Term End Date defined in Exhibit A. Renewal of such agreements is not automatic and will be done only by either (1) the execution of an addendum to this Agreement prior to the end of the subscription term; or (2) a replacement agreement.

Any duly executed agreement may be terminated by either party immediately upon written notice in the event that the other materially breaches the terms of this Agreement. In such an event, the terminating party shall have the right to terminate this Agreement and all other orders forthwith. Cidi Labs will not refund any subscription fees unless Cidi Labs is in breach of this Agreement.

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Upon any termination of this Agreement, Licensee shall cease all use of the Application Services by disabling the Application Services' Canvas integration and take such other actions that Cidi Labs may reasonably request in writing to ensure that access to Application Services is terminated. All Licensee data, including any archived, backup, or offline copies, will be deleted from Cidi Labs' servers and archives within 90 days after termination of Agreement.

9. FORCE MAJEURE

Neither party shall be responsible for failure to perform under these Terms when its failure results from any of the following causes: acts of God or public enemies, war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption external to that party, or any cause beyond its reasonable control.

10. CIDI LABS' PROPRIETARY RIGHTS

Licensee acknowledges and agrees that Cidi Labs Application Services and any necessary software used in connection with its Application Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Cidi Labs, or its partners, Licensee agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on Cidi Labs Application Services, in whole or in part. Licensee agrees not to access Application Services by any means other than through the interface that is provided by Cidi Labs for use in accessing its Application Services.

11. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE APPLICATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE APPLICATION SERVICES. WITHOUT LIMITING THE FOREGOING, CIDI LABS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE APPLICATION SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE, PARTICULARLY DUE TO THE RELIANCE OF APPLICATION SERVICES UPON CANVAS AND THE CANVAS API, OVER WHICH CIDI LABS HAS NO CONTROL.

Because some states may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL CIDI LABS, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF DATA OR GOODWILL, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE APPLICATION SERVICES, EVEN IF CIDI LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CIDI LABS BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR

SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY APPLICATION SERVICES, EXCEPT IN THE CASE OF CIDI LABS' WILFULL MISCOUNDUCE WITH RESPECT TO SUCH USE OR MISUSE. LICENSEE ASSUMES RESPONSIBILITY FOR THE USE AND RESULTS OBTAINED FROM THE APPLICATION SERVICES. UNDER NO CIRCUMSTANCES WILL CIDI LABS' TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO CIDI DURING THE IMMEDIATELY PRECEDING SIX-MONTH PERIOD (DETERMINED AS OF THE DATA OF ANY FINAL JUDGMENT IN AN ACTION). THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS ORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY TO LICENSEE.

13. NOTICE AND MODIFICATION

Notices required by or outlined in this Agreement shall be made certified, signature-guaranteed postal mail using the following:

Cidi Labs, LLC	Broken Arrow Schools
ATTN: Mike Zackrison	ATTN:
Street Address	Street Address
55 W 900 S	
Salt Lake City, UT 84101	Tulsa OK
City / State / ZIP	City / State / ZIP
mike2@cidilabs.com	
Email Address	Email Address

Notification of a change to either party's contact information will be made to the other party via certified, signature-guaranteed postal mail. The non-receipt of the required notice due to personnel reassignment, departure, or neglect by the intended recipient will not constitute a failure to deliver by the delivering party.

General announcements to Licensee that are not related to the terms of this Agreement may be made via email, regular mail, or our support portal found at https://support.cidilabs.com.

Modifications and additions to any part of this Agreement may be made only via amendments or addendums that have been fully-executed (via signatures) by both parties.

14. CONFIDENTIAL INFORMATION

Obligations: Each party will: (1) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (2) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees, and agents in violation of this Section.
Exceptions: Confidential Information does not include information that: (1) the recipient of the Confidential Information already knew; (2) becomes public through no fault of the recipient; (3) was independently developed by the recipient; or (4) was rightfully given to the recipient by another party.

Required Disclosure: Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.

15. TRADEMARK AND COPYRIGHT INFORMATION

Cidi Labs, the Cidi Labs logo, and other Cidi Labs logos and product names are trademarks of Cidi Labs (the "Cidi Labs Marks") or are used by Cidi Labs through license agreements with the respective trademark owners. Without Cidi Labs' prior permission Licensee agrees not to display or use, in any manner, the Cidi Labs Marks except as provided within Application Services.

Licensee, Licensee's logos, typographic representation of Licensee's name(s), and other Licensee marks and names are trademarks of Licensee (the "Licensee Marks"). Without Licensee's express written consent, Cidi Labs agrees not to display or use, in any manner, the Licensee Marks except as is necessary to provide the services described in Section 1.

16. SCHEDULED MAINTENANCE

To ensure optimal performance of Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal and more details are included in Support Services Guidelines (Exhibit B). Maintenance performed outside the regularly scheduled window and absence the advanced notifications outlined in Exhibit B will be considered unscheduled and will count against the guarantees set forth in Section 3.

17. MARKETING AND PUBLICITY

Cidi Labs may use Licensee's name in its Licensee list to include, but not be limited to, postings to the Cidi Labs website, financial reports, and prospectuses identifying Licensee as a Licensee. Licensee's account must be in good standing with Cidi Labs to remain listed. Licensee's logos and typograph

representation of Licensee's name will not be used in any form at any time without Licensee's express written consent.

From time to time, Cidi Labs selects candidates from its Licensee list with whom it wishes to announce a business relationship or generate a joint press release. Should Licensee be so selected, Licensee shall have an opportunity to review and approve each press release prior to its issuance. Licensee's approval shall not be unreasonably withheld or delayed.

18. ASSIGNMENT

Licensee shall not assign or otherwise transfer this Agreement or the rights granted hereunder without the prior written consent of Cidi Labs.

Cidi Labs shall be permitted to assign this Agreement to any successor to all or substantially all of the assets of Cidi Labs or the business unit of Cidi Labs that is in the business of licensing the Application Services, whether by merger, acquisition, asset sale, exclusive license, stock sale or otherwise.

19. SURVIVABILITY

The provisions of Sections 2, 6, 12, 13, 14, and 17 of this Agreement shall survive its termination by either party.

Any/all other provisions associated with this Agreement shall expire at the conclusion of the term defined in Exhibit A absent the execution of extension(s) as allowed for in Section 8.

20. GENERAL INFORMATION

These Terms and any Exhibits referenced within constitute the entire agreement between Licensee and Cidi Labs and govern Licensee's use of Application Services and supersede any prior agreements between Licensee and Cidi Labs. Licensee also may be subject to additional terms and conditions that may apply when Licensee uses affiliate services, third-party content or third-party software. These Terms and the relationship between Licensee and Cidi Labs shall be governed by the laws of the State of Utah without regard to its conflict of law provisions. Licensee and Cidi Labs agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Utah. The failure of Cidi Labs to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is founded by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intention as reflected in the provision, and the other provisions of these Terms remain in full force and cause of action arising out of or related to use of Application Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the agreement are solely used for the convenience of the parties and have no legal or contractual significance. Cidi Labs provides Cidi Tools to Licensee subject to these Terms. Unless explicitly stated otherwise, any new feature that augments or enhances current versions of Application Services, including subsequent releases of Application Services, shall be subject to these same Terms.
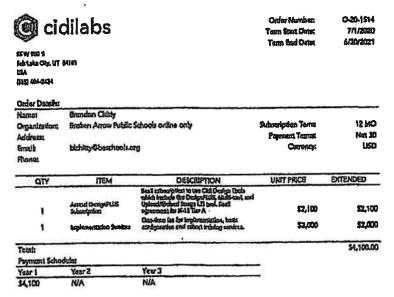
(Signatures on next page)

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AGREED AND ACCEPTED BY:

The signatories below are officers of their respective organizations and each has the approval and authority to make this intent on behalf of the organization:

Cidi Labs:	Broken Arrow Public Schools
(signature)	_(signature)_
Signature	Signature
Michael Zackrison	Steve Allen
Printed Name	Printed Name
CEO	BOE President
Title	Title
8/4/2020	6·24·2020
Date	Date

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EXHIBIT A – Cidi Labs Application Services Order Details

cidilabs

55 W 900 S
Salt Lake City, UT 84101
USA
(818) 484-2424

			Order Number:	O-20-1514
			Term Start Date:	7/1/2020
			Term End Date:	6/30/2021

Order Details

Name:	Brandon Chilty			
Organization:	Broken Arrow Public Schools online only	Subscription Term:	12 MO
Address:		Payment Terms:	Net 30
Email:	bchilty@baschools.org	Currency:	USD
Phone:			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual DesignPLUS Subscription	SaaS subscription to use Cidi Design Tools which include the DesignPLUS, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 Tier A	$2,100	$2,100
1	Implementation Services	One-time fee for implementation, basic configuration and cohort training services.	$2,000	$2,000

Total:				$4,100.00

Payment Schedule:

Year 1	Year 2	Year 3
$4,100	N/A	N/A

If you have questions about this order please contact:
Mike Zackrison at mike@CidiLabs.com

Please email purchase orders to sales@cidilabs.com
Cidi Labs Federal ID #: 27-1515981

** CONFIDENTIAL **

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EXHIBIT B – Support Services Guidelines

SUPPORT SERVICES GUIDELINES

The following support services guidelines ("Guidelines") describe the support services available under the Enterprise SaaS License and Support Agreement.

For purposes of these Guidelines, the term "Application Services" will mean, collectively, the following software programs provided by Cidi Labs on a "software as a service" basis: (1) DesignPLUS, (2) TidyUP, (3) UDOIT Cloud, (4) ReadyGO; other products may be added to this list in the future.

Capitalized terms used in these Guidelines and not defined in the text are defined below under "Definitions."

DEFINITIONS

For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

"Cidi Labs Support Staff" means the Cidi Labs representatives responsible for handling Requests.

"Designated Representative" means designated customer administrators and support representatives.

"End User" will mean any of your faculty members, students, staff, employees, or agents whom you have authorized to access and use the Application Services on your behalf in accordance with this Agreement.

"Feature Request" means a Request by a Designated Representative to incorporate a new feature or enhance an existing feature of the Application Services that is currently not available.

"Normal Business Hours" means the standard hours of operation for Cidi Labs support staff, excluding weekends and holidays as documented on our support portal. Generally, these hours are Monday – Friday, 8 AM to 5 PM Mountain Time.

"Priority" means the classification of a customer's Request and is used to establish target response times. Cidi Labs Priority levels are:

- Urgent – Service Unusable
- High – Service Severely Impaired
- Normal – Service Partially Impaired
- Low – Service Fully Usable

"Request" means a request from Customer to Cidi Labs Support Staff for technical support to resolve a question or problem report regarding Cidi Labs Application Services.

"Service Unusable" is any situation where Customer is unable to access or use the Application Services for the majority of its End Users. Customers must identify a Request as Service Unusable by designating it as an Urgent Priority support Request.

"Standard Request" means a Request made by Customer to Cidi Labs that is not a Service Unusable Request of Feature Request.

"Support Incident" means a single request for assistance to resolve one Request.

"Support Services" means our normal provision of advice, direction and support via email and telephone regarding Application Services and which shall be provided in the English language.

USE OF CIDI LABS SUPPORT SERVICES

Our Responsibilities

We will use commercially reasonable efforts to: (1) provide our Support Services as described in these Guidelines for You during Normal Business Hours* (Monday thru Friday, 8 AM to 5 PM Mountain Time); (2) respond to Your Requests within the target response times; (3) keep Cidi Labs Application Services up to date; (4) and provide current and relevant online self-help tools for End Users and administrators.

*Please note that we intend to offer 24/7/365 support in the future, but this is not currently available.

Your Responsibilities

You shall (1) be responsible for End Users' compliance with the Enterprise SaaS License and Support Agreement; (2) use reasonable efforts to fix any error, configuration problem, malfunction, or network connectivity issue without escalation to Cidi Labs; (3) and work collaboratively with Cidi Labs Support Staff to resolve Requests by providing timely responses to inquiries from Cidi Labs Support Staff.

We will not be able to resolve all Requests

We do try, but we will not be able to provide answers to, or resolve all Requests.

Services Not Provided as Part of our Support Services

Some services are not provided as part of our Support Services and may require a separate services engagement. Examples include:

- Migration Issues
- Improper usage of the Application Services
- Requests for Integration with 3rd party services
- Unsupported changes to the configuration
- Provision of patches to resolve non-Urgent Issues
- Assistance with understanding CSS, HTML, JavaScript, LTI and other key technologies related to Application Services .
- Issues known by Us not to be related to the Application Service itself
- Development of themes or templates

CUSTOMER'S DESIGNATED REPRESENTATIVES

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You may designate up to five (5) individuals for the purposes of Requesting support, and may designate substitute personnel by providing Us notice. These Designated Representatives should be staff members that have been trained as Application Service administrators.

Your Designated Representatives are managed in Cidi Labs' support portal found at http://support.cidilabs.com and will have the ability to initiate support Requests as described in these Guidelines. Your Designated Representatives should set up an account in the support portal.

SUPPORT REQUESTS

You can contact Us with a Request for support anytime through the Cidi Labs support portal, or by emailing support@cidilabs.com, and by phone during Normal Business Hours. Each Request submitted by email or through our online support portal will generate a unique Support Case. If You initiate the Request by phone we will create the Support Case for You. You will receive an acknowledgement immediately, and can monitor progress through the support portal. Once a Support Case has been initiated, You can provide updates and additional information via email.

You designate the priority of each Request. Upon receiving a Request from Your Designated Representative, We will begin evaluating the Request and will respond within the target response time for the designated priority level. We reserve the right to reclassify the Priority Designation of a Request if We believe that the designation is incorrect. We will inform You of any change, and You may appeal any reclassification.

Our Target Initial Response Times depend on the designated Priority of a Request. Urgent priority support Requests are responded to with a target initial response time of 30 minutes and are responded to 24x5 (Mon.-Fri.; we'll do our best on weekends until we move to a 24/7/365 offering). High priority support Requests are responded to with a target initial response time of one hour. Normal and Low priority support Requests are responded to during Normal Business Hours.

Our approach to Resolution depends on the designated Priority of a Request. We will use commercially reasonable means to resolve Service Unusable (Urgent) Requests as quickly as possible and will keep you informed every 30 minutes until the Service has been restored, unless you agree to lesser frequency. For High, Normal, and Low Priority support Requests we will use a commercially reasonable effort until the Request is resolved.

You can make Feature Requests of Us. If Cidi Labs deems a Request as a Feature Request, We will add the Request to Our product backlog to prioritize for consideration in a future update or release of the Application Services and will consider the Request as resolved. Cidi Labs is not obligated to include any such Feature Request in future updates or releases.

We provide Support for Your End Users solely through self help mechanisms such as the support portal knowledgebase, online help systems, and community forums which are accessible through the Cidi Labs website: www.cidilabs.com, or such URL as Cidi Labs may provide. You are responsible for responding to any questions and requests by End Users or other third parties relating to Your use, or Your End Users' use of the Services, with such support services to be provided at Your own expense.

SCHEDULED MAINTENANCE

To ensure optimal performance of the Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal.

In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Application Services. If Cidi Labs expects planned Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide at least seven days' advance notice of the Maintenance. In addition, Cidi Labs may perform emergency unscheduled Maintenance at any time. If Cidi Labs expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide advance notice of such Maintenance.

There will always be a need for routine updates. If you report a bug that requires code modification to resolve, that fix will be included in a future product release.

GENERAL PROVISIONS

Cidi Labs may update these guidelines from time to time and we will notify You any time we make a change. Notifications will be made to the contact listed in Section 12 of the Enterprise SaaS License and Support Agreement.

We will provide all support in the English language.

Term of Support. Cidi Labs will provide the support services described in these Guidelines during the Term of the Enterprise SaaS License and Support Agreement and will have no obligation to provide any Support Services to You after the expiration or termination of the Agreement.

EXHIBIT C – Implementation and Training Services

STATEMENT OF WORK

Cidi Labs will activate Application Services in its cloud environment. Once activated in your Production Instance of Canvas, Application Services will be available in Production, Test and Beta Canvas Instances. In addition, we will provide an onboarding experience to help you quickly benefit from your Application Services.

Onboarding Services

In order to help you successfully get started with Cidi Labs Application Services, Cidi Labs will provide the following:

Standard One-Time Services

All standard services are delivered virtually through the use of conferencing and screen-sharing applications and are recorded for your reference. There are options available for these services to be delivered through personalized appointments or through our cohort/group training schedule.

Generally, each implementation and training package (regardless of Application Services) includes:

- Installation Call – Cidi Labs activates your Application Services in our SaaS environment and installs them in your Production Canvas Instance.
- Functional User Training, Basic Features – Cidi Labs will train users on the basic set of features and functionality included in the Application Service.
- Functional User Training, Advanced Features – Cidi Labs will train users on the advanced set of features and functionality included in the Application Service (note: not all Application Services require Advanced training).
- Administrator Training – Cidi Labs instructs you on how to configure and customize Application Services for your institutional use.
- Project Management – Cidi Labs will coordinate the delivery of these One-Time Services.

Check-in

A Cidi Labs representative will check-in with your Cidi Labs administrator within 60 to 90 days from launch to review your progress and provide pro-active deployment support. This check-in may include the following optional training:

- Optional Follow Up Training – Cidi Labs will conduct a 1-2 hour web-based follow up training that covers the topics you would like to explore in more depth now that you have some experience using the Application Services.