Software License Agreement

License Agreement ("Agreement"), effective for the 2021-2022 school year, by and between TeachMore LLC, creator and owner of the Flex Time Application, ("Licensor") and Mountain View Los Altos High School District for the use at Los Altos High School and Mountain View High School ("Licensee").

The Parties hereby agree as follows:

1.   Definitions

The following terms used in this Agreement shall have the following meanings unless the context otherwise requires:

a.   "Software" shall mean the customized software materials owned by Licensor and developed outside the course and scope of Licensor's employment, commonly known as the Flex Time App. This software enables the Licensee to track and manage students during office hours.

2.   License

Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-assignable annual license to use the Software solely by and for the benefit of Licensee (the "License"). The License shall be for a term of one (1) school year, and shall be automatically renewed for successive one (1) school year terms, unless either party shall give the other party written notice that it intends not to renew.

3.   License Fee

Licensee shall pay, within thirty (30) days from the delivery of the Software and invoice, the license fees, set forth in Exhibit A, attached hereto.

4.   Limitation of Use

Licensee shall not decompile, disassemble or otherwise reverse engineer any portion of the Software. No software may be used by, or pledged or delivered to, any third party. Licensee shall not make any copies of the Software or any portion thereof.

5.   Ownership

Licensee agrees that all Software shall be and remain the exclusive property of the Licensor.

6.   Proprietary Rights

Licensee recognizes that Licensor regards the Software as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Software, or any portion thereof, to any person other than employees of Licensee without the prior written consent of Licensor. Licensee further agrees to treat the Software with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Software.

7.   Termination

Licensor may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within thirty (30) days after written notice thereof from Licensor.

8.   Maintenance Support

Licensor will provide to Licensee the following support with respect to the Software:

a.   If Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within a reasonable time after the date of notification, not to exceed 14 days from date of notification/discovery. At that time, if the Licensor cannot fix the problem, they will provide information and an expected timeline for when the problem can be corrected.

b.   In the case that Licensee has technical questions in the use of the Software, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge to Licensee within 24 hours from the time that the Licensor is made aware of the question.

9.   Warranty Disclaimer

Licensor licenses, and Licensee accepts, the Software "AS IS." Licensor provides no warranties as to the function or use of the Software, whether express, implied, or statutory, including, without limitation, any implied warranties or merchantability or fitness for particular purpose. The entire risk as to the quality and performance of the Software is with Licensee. Licensor does not warrant that the functions contained in the licensed programs will meet licensee's requirements or that the operation of the licensed programs will be uninterrupted or error free.

10.   Limitations of Liability

Licensor's liability to Licensee under any provision of this Agreement for damages finally awarded shall be limited to the amounts actually paid hereunder by licensee to Licensor. In no event shall Licensor be liable for indirect, incidental, special, or consequential damages, including, but not limited to, loss of use, loss of profits or interruption of business, however caused or on any theory of liability.

11.   Successors

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors, and assigns except as otherwise provided herein.

12.   Severability

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

13.   Non-Assignment

This Agreement may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of Licensor.

14.   Data Sharing and Confidentiality of Student Data

Education Code section 49076(a)(2)(G)(i) provides that a school district may release information from pupil records to "[a] contractor or consultant with a legitimate educational interest who has formal written agreement or contract with school district regarding the provision of outsourced institutional services or functions by the contractor or consultant."

    a. The Parties acknowledge and agree that the data provided by the District may include certain Personally Identifiable Information, as such term is defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. 12.34(g) and regulations at 34 C.F.R. 99.3, and pupil records, as that term is defined in Cal. Education Code section 49061(b) ("Confidential Student Information").

    b. The Licensor agrees to protect Confidential Student Information from unauthorized disclosure and comply with all applicable confidentiality laws which may include but is not limited to the Health Insurance Portability and Accountability Act (HIPAA), the CA Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this Agreement. The Licensor is responsible for complying with all District, Local, State and Federal applicable confidentiality laws and regulations. As such, the Licensor will use the following protocols to protect the Confidential Student Information to be utilized in the delivery of services outlined in this Agreement.

        i. The Licensor shall protect Confidential Student Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access to or use, dissemination, or disclosure of Confidential Student Information as it uses to protect its own confidential information.

        ii. The Licensor agrees to notify the Licensee in writing within three business days after the Licensor becomes aware of any event that presents a reasonable probability of any unauthorized acquisition of, access to or use of Confidential Student Information.

    c. Notwithstanding the foregoing, the Licensor shall not be liable for the Licensee's use of Confidential Student Information displayed by the software, and in no event is information Confidential Student Information if is (a) was lawfully in the possession of the Licensor before receipt from the Licensee; (b) is or becomes publicly available through no fault of the Licensor or Licensee; (c) is received by the Licensor, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to the Licensor; or (d) is independently developed by the Licensor without use of the Confidential Student Information.

15.   Entire Agreement

This Agreement sets forth the entire understanding between the parties with respect to the

subject matter hereof, and merges and supersedes all prior agreements, discussions, and understandings, express or implied, concerning such matters.

IN WITNESS WHEREOF the parties hereto have executed this Agreement with their signature, intending to be legally bound.

NAME OF LICENSOR   **NAME OF LICENSEE**

Signature:_____   Signature: _____

Name: Adam Friedman   Name:

Title: TeachMore LLC Managing Member   Title:

Date: 7/23/2021   Date:

LICENSE FEE

LOS ALTOS HIGH SCHOOL:

Yearly School License Fee	US $3,500.00
Yearly School Maintenance and Modifications Fee (MMF)	US $2,000.00

MOUNTAIN VIEW HIGH SCHOOL:

Yearly School License Fee	US $3,500.00
Yearly School Maintenance and Modifications Fee (MMF)	US $2,000.00

TOTAL YEARLY LICENSEE FEE:

The total yearly Licensee fee for 2021-2022 is **$11,000.00**. This includes routine maintenance and optimization as described in paragraph 8, installation and routine modifications as requested by the Licensee.

Exhibit B

TeachMore LLC Privacy Policy

I. Data Sharing and Confidentiality of Student Data

Licensor will not sell or share Licensee's data to advertisers or other third parties, unless legally required.

Education Code section 49076(a)(2)(G)(i) provides that a school district may release information from pupil records to "[a] contractor or consultant with a legitimate educational interest who has formal written agreement or contract with school district regarding the provision of outsourced institutional services or functions by the contractor or consultant."

The Parties acknowledge and agree that the data provided by the District may include certain Personally Identifiable Information, as such term is defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. 12.34(g) and regulations at 34 C.F.R. 99.3, and pupil records, as that term is defined in Cal. Education Code section 49061(b) ("Confidential Student Information").

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    a. The Licensor shall protect Confidential Student Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access to or use, dissemination, or disclosure of Confidential Student Information as it uses to protect its own confidential information.

    b. The Licensor agrees to notify the Licensee in writing within three business days after the Licensor becomes aware of any event that presents a reasonable probability of any unauthorized acquisition of, access to or use of Confidential Student Information.

    c. Notwithstanding the foregoing, the Licensor shall not be liable for the Licensee's use of Confidential Student Information displayed by the software, and in no event is information Confidential Student Information if is (a) was lawfully in the possession of the Licensor before receipt from the Licensee; (b) is or becomes publicly available through no fault of the Licensor or Licensee; (c) is received by the Licensor, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to the Licensor; or (d) is independently developed by the Licensor without use of the Confidential Student Information.

II. Log Data

Like many site operators, Licensor may collect information that the browser sends whenever the Licensee visits our Site ("Log Data").

This Log Data may include information such as the computer's Internet Protocol ("IP") address, browser type, browser version, the pages of the Site that the Licensee visits, the time and date of the Licensee's visit, the time spent on those pages and other statistics. This information will be used to better the performance of the Site.

In addition, Licensor may use third party services such as Google Analytics that collect, monitor and analyze the aforementioned information.

III. Communications

Licensor may use contact information, such as email addresses, for password reminder features and if requested by the Licensee to provide a feature that contacts users for specific purposes related to the functionality of the Site.

IV. Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on a computer's hard drive.

Like many sites, Licensor uses "cookies" to collect information. Licensee can instruct their browser to refuse cookies or to indicate when a cookie is being sent. However, if Licensee does not accept cookies, Licensee might not be able to use some portions of the Site.

V. Security

The security of personal and student data is important to Licensor, but remember that no method of transmission over the internet, or method of electronic storage, is 100% secure. While Licensor strives to use commercially acceptable means to protect personal and student data, such as using Amazon Web Service ("AWS") for hosting and securing our database and web servers, SSL/TLS, and encrypting passwords, we cannot guarantee absolute security.

VI. Changes To This Privacy Policy

If Licensor makes any material changes to this Privacy Policy, we will notify the Licensee either through email or by placing a prominent notice on the Site.