Renewal for Alturas International Academy

> Prepared by Elite Services







Q-07392

Expires on: 1/7/2024

SchoolMint Inc. 319 Monroe Street Lafayette, LA 70501 info@schoolmint.com

This Order Form (this "Agreement") is entered into as of

9/14/2023

(the "Effective Date"), by and between Alturas International Academy("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service program, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

## Subscription Term

Access to the services described below shall remain in effect from 12/7/2023 until 12/6/2024.

At the end of the initial Subscription Term, the subscription will renew for additional annual periods unless Client provides SchoolMint with at least 60 days advance written notice prior to the expiration of the existing Subscription Term.

## Licensed Services and Associated Fees

The following Services are licensed for Client use.

Year 1

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
SM Charter - Application	A multi-step application web-based portal for parents to submit multiple school applications	1,081	\$3,932.95

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
SM Charter - Lottery	A system that runs all eligible applicants through a customized algorithm to blindly select students based on selection criteria and available seats the program/school	1,081	\$2,026.06
SM Registration	An online enrollment process for new students to the district	1,081	\$1,668.52
	Year	I TOTAL:	\$7,627.53

### Discounts, if any, are only applicable to the first year of the subscription term.

### Price Increases

At the end of the initial Subscription Term, and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%, or by the trailing 12-month United States Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics, or to current market rates, whichever is higher.

### <u>Services</u>

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

### Standard Customer Care (Customer Support)

- Troubleshooting and break/fix support of licensed SchoolMint applications
- Year-round access to training videos, launch checklists & best practice tips.
- Access to a Knowledge Base and tutorials.
- Email and Chat support for up to two (2) named administrators, during standard business hours (there is no fee to change a named administrator; access for up to two (2) additional administrators may be purchased at any time).
- Customer Care services are subject to change on an annual basis.
- Unless listed above, SIS integration, data mapping/imports, and customization support are specifically excluded from the Services.

### **Conditions of Agreement**

- MSA Incorporated: Access to the Services is conditioned upon the Client's review and agreement of the Master Services Agreement (MSA), linked below.
- Payment Terms: Ongoing fees are invoiced annually, on a Net-30 basis.
- Tax Liability: All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order, payable by Client.
- Annual Audits: SchoolMint shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit.

### Payment Terms

Payments can be made by bank transfer to: Bank Name: Webster Bank Bank Holder: SchoolMint Inc. Account No.: 23135570 ABA/Routing #: 211170101 Terms: Net 30 days or as otherwise set forth in the MSA **Role Definition and Agreement:** The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint.

By signing below, I hereby acknowledge that I have received and read Schoolmint's  $\mathrm{MSA}^{1}$  and

Bata Privacy Agreement

## Alturas International Academy

By:

— DocuSigned by: Jennifer (ampbell — EC09759B9D2E4F5...

Name:

Jennifer Campbell

Title:

Adminstrative Manager

Date:

9/13/2023

## SchoolMint Inc.

By: DocuSigned by: Elva Resiller 01D7368DD948499.

Name: Elva Resillez

Title:

Sr. Director of Revenue Operations

Date: 9/14/2023

### **Client Information Sheet**

<u>Main Contact</u> Name	Jennifer Campbell	
Phone	2089329440	
Email Address		
Address	2280 E 17th Street, Idaho Falls,	ID 83404
Title	Administrative Manager	
<u>Secondary Contact</u> Name	Bry Coulter	
Phone	2085225147	
Email Address	office@alturasacademy.org	
Technical Contact		
Name	Jennifer Campbell	
Phone	2089329440	
Email Address	jennifer.campbell@alturasacademy	v.org
Title	Administrative Manager	
Billing/Invoicing Contact:		
Organization Name that should appear on the Invoice:	Alturas Academy	
Attention to & Address Invoice Should be Sent to:	Jennifer Campbell 2280 E 17th St	reet, Idaho Falls, ID
Phone	2089329440	
Email Address	jennifer.campbell@alturasacademy	v.org

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to **orders@schoolmint.com** along with this order form to avoid delays. **PO required?** 

Yes

# DocuSign

### **Certificate Of Completion**

Envelope Id: 180043E0DF86470F81CA063379F9986F Subject: SchoolMint document ready for your signature! 30195-Alturas International Academy Source Envelope: Document Pages: 6 Signatures: 2 Certificate Pages: 5 Initials: 0 AutoNav: Enabled EnvelopeId Stamping: Enabled

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### **Record Tracking**

Status: Original 9/12/2023 9:06:15 AM

#### Signer Events

Jennifer Campbell jennifer.campbell@alturasacademy.org Adminstrative Manager Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Accepted: 9/13/2023 5:19:54 PM ID: 3c38c5d5-ec07-4ad4-b884-92301e9f3050

Elva Resillez

elva.resillez@schoolmint.net

Sr. Director of Revenue Operations

SchoolMint, Inc.

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign Holder: Thomas Cummins thomas.cummins@schoolmint.net

# DocuSigned by:

DocuSigned by:

Elva Resillez

01D7368DD948499.

Jennifer Campbell

Signature Adoption: Pre-selected Style Using IP Address: 204.8.62.75

Signature Adoption: Pre-selected Style

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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	9/13/2023 5:26:03 PM
Certified Delivered	Security Checked	9/14/2023 7:30:32 AM
Signing Complete	Security Checked	9/14/2023 7:31:31 AM
Completed	Security Checked	9/14/2023 7:31:31 AM
Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SchoolMint- Sales Team (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

## **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### How to contact SchoolMint- Sales Team:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: matthew.motley@schoolmint.net

### To advise SchoolMint- Sales Team of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at matthew.motley@schoolmint.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### To request paper copies from SchoolMint- Sales Team

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to matthew.motley@schoolmint.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with SchoolMint- Sales Team

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to matthew.motley@schoolmint.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

## **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SchoolMint- Sales Team as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SchoolMint- Sales Team during the course of your relationship with SchoolMint- Sales Team.