

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 19th day
of March, 2015

BETWEEN

Los Rios Community College District of 1919 Spanos Court, Sacramento, California
(the "Customer")

- AND -

GradGears (dba GradGuru) of 4368 23rd Street, San Francisco, California
(the "Service Provider").

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - o For each college in Los Rios District including American River College, Cosumnes River College, Folsom Lake College and Sacramento City College:

Student-Facing Functionality

-150 pre-loaded (and referenced) evidence-based tips that have been vetted and refined

based on our 1st year of data

-Pre-loaded academic, state and federal financial aid and transfer calendars relevant to your campuses and locations

-Badges Functionality for 15 milestones proven to lead to faster completion - unverified (self- reported data)

Administrator Functionality

-Three users with access to GradGuru messaging and data console

-Ability to create, customize and publish 250 campus/location-specific notifications

-Reporting & Analytics

-Up to 4 reports on app performance by campus/location; and student behavior analysis

GradGuruAssist Service

In-person 4-hour format where we kick off and manage your custom content creation process from start to finish

All GradGuru packages include a GradGuru StartUp Kit that we share with you to help you market the app to your students. This kit includes specific tactics you can use, as well as language, digital assets and links.

GradGuru offers unlimited customer service support.

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force until December 31, 2017, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 90 days notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider as follows:
- Year One (2015): 4 colleges participating = \$23,993 per year, including 4 hours of GG ASSIST at each college
 - Years Two (2016) & Three (2017) : \$19,195 per year. This price does not include GG Assist Service. Individual Colleges will be invoiced should they request this service.

Prices include all program set up and maintenance costs.

8. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
- Payments are annual.
 - Los Rios Community College District will be invoiced on an annual basis, every January through 2017. Payment is due within 30 days of invoice.

Provision of Extras

9. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following:
- Customer will provide timely feedback when needed. Timely feedback is usually 2 business days, unless otherwise noted.

Payment Penalties

10. In the event that the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement, a late payment penalty will be charged as follows:
- The Customer will pay a surcharge on any late payment exceeding 10 business days in the amount of 5% of the late amount. Should the customer be late more than 30 days after invoice is due, surcharge will increase to 10%.

Performance Penalties

11. If the Service Provider does not perform the Services within the time frame provided by this Agreement, a performance penalty will be charged as follows:
- Should GradGears not provide services agreed upon under this Agreement, GradGears agrees to refunding all fees to the Customer.

Ownership of Materials and Intellectual Property

12. All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Service Provider. The Customer is granted a non-exclusive limited-use license of this Intellectual Property.
13. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

Return of Property

14. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Capacity/Independent Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Los Rios Community College District
1919 Spanos Court
Sacramento, California, 95825
Fax: (_____) _____-_____
Email: rosariv@losrios.edu

- b. GradGears (dba GradGuru)
4368 23rd Street
San Francisco, California, 94114
Fax: (_____) _____-_____
Email: catalina@gradgears.org

or to such other address as any Party may from time to time notify the other.

Indemnification & Insurance.

17. Provider agrees to defend, hold harmless and indemnify the District (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms. Provider shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Provider shall furnish the District with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Provider shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy.

Service Provider's policy shall contain an endorsement naming Customer as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to Customer at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Service Provider shall furnish the District with a certificate of insurance containing the endorsements required under this section, and Customer shall have the right to inspect Service Provider's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Service Provider shall immediately file with the Customer a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce Service Provider's liabilities or obligations under the indemnification provisions of this Agreement.

Dispute Resolution

18. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

Each party waives the right to a jury trial on any claims arising out of this Agreement.

In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

21. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

23. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Governing Law

25. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, by the laws of the State of California (excluding its choice of Law rules), without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

28. Service Provider represents and warrants to the Customer that Service Provider has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Service Provider to practice its profession or provide any services under the Agreement. Service Provider shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement.

29. Service Provider shall ensure that persons who perform services on District or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87011.

30. Service Provider shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." Service Provider, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the ground of race, color, national origin, ancestry, religion, sex, age, marital status, disability, veteran status, sexual orientation, or medical condition as defined in Section 12926 of the California Government Code. In all

solicitations made by Service Provider for work to be performed under any subcontract, Service Provider shall notify each potential subcontractor or supplier of Service Provider's obligation under this Agreement and the Regulations. Service Provider shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 19 day of March, 2015.

Los Rios Community College District
(Customer)

Per: Susan L. Lorimer (SEAL)
Susan L. Lorimer
Vice Chancellor
Education & Technology

GradGears (dba GradGuru) (Service Provider)

Per: K. R. H. H. H. (SEAL)