

SERVICE AGREEMENT

This Service Agreement ("Agreement", as further defined in the paragraph immediately below) is entered into and effective on the last date that the Agreement is fully executed by the Parties (as defined herein below) by and between **MOBILITY BLUEPRINT, LLC**, a Texas based limited liability company, ("Mobility Blueprint"), and, **AZUSA UNIFIED SCHOOL DISTRICT** ("AUSD"), a k-12 public school district in Azusa, California.

Mobility Blueprint and AUSD (collectively "Parties" and singularly a "Party") agree as follows:

TERMS AND CONDITIONS

Mobility Blueprint agrees to provide services as set forth hereunder, and as detailed in the proposal and Statement of Work (collectively, the foregoing shall constitute "Deliverables" and as applicable, singularly "Deliverable", as used in this Agreement), in a prompt, timely and professional manner. Mobility Blueprint agrees services will not begin and payments will not be made by AUSD until the Agreement is fully executed.

1. TERM OF AGREEMENT

Upon full execution of this Agreement, the term shall be the one-year period from April 24, 2024, to April 23, 2025. The Agreement will continue in force for so long as any Exhibit to this Agreement remains in effect or until terminated in accordance with its terms.

2. RENEWAL OPTIONS

AUSD will have the option to renew the terms of this Agreement for 1 year for a mutually agreed upon cost. Renewal options will be made by amendment to this Agreement, in writing and signed by authorized representatives of Mobility Blueprint and AUSD.

3. TERMINATION OF AGREEMENT

Except as otherwise allowed below, this Agreement shall terminate when Mobility Blueprint has completed all work covered by this Agreement, unless extended by written mutual agreement of AUSD and Mobility Blueprint at the time final service is completed. AUSD may terminate the Agreement for any reason if Mobility Blueprint fails to fulfill the obligations in a timely and proper manner. AUSD may terminate the Agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the Agreement, Mobility Blueprint will be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination.

4. ENTIRE AGREEMENT AND AMENDMENT

This agreement constitutes the entire Agreement of the Parties, and it may not be changed, altered, amended, modified, or rescinded except by written agreement signed by the duly authorized representatives of the Parties.

5. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Mobility Blueprint grants to AUSD a non-exclusive, non-transferable license during the Term of Agreement, to access the Student Prospects software through User IDs and to operate the features of the Student Prospects software according to the Documentation under normal circumstances.

6. USER IDs

Mobility Blueprint will use the Client Personnel school email address to issue User ID and passwords to each of the Client Personnel (as defined below) specified by AUSD to access and use the Student Prospects software. AUSD will not allow Client Personnel to share User IDs with any third parties, which require prior written approval for access by Mobility Blueprint. "Client Personnel" means those personnel of AUSD who have been provided with authorized administrative access to Student Prospects. AUSD is responsible for all activity occurring under its User IDs. AUSD is responsible for all use of the Services by Client Personnel and for maintaining the confidentiality of all User IDs and will promptly notify Mobility Blueprint of any actual or suspected unauthorized use of the Services. Mobility Blueprint reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose.

7. HOSTING SERVICES

STUDENT PROSPECTS can be housed on AUSD's secure portal or Mobility Blueprint will provide hosting services for the Student Prospects software. If Mobility Blueprint provides hosting services, Mobility Blueprint may update the content, functionality and user interface of the Hosting Services from time to time in its sole discretion and in accordance with this Agreement. To use the software, AUSD must have or obtain access to the internet. AUSD agrees that Mobility Blueprint is not providing Client with access to the internet in order to use the software and AUSD is solely responsible for obtaining and maintaining such internet access and for providing all equipment necessary to obtain and maintain such internet access. Mobility Blueprint does not and cannot control the flow of data to or from Mobility Blueprint's network, designated hosting facility and/or other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt AUSD's connections to the internet (or portions thereof). Mobility Blueprint agrees to use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events. However, Mobility Blueprint cannot guarantee that such events will not occur. Accordingly, Mobility Blueprint disclaims any and all liability resulting from or related to such event.

8. CLIENT RESPONSIBILITY

AUSD shall perform the responsibilities necessary to establish AUSD's use of the Services, including:

- providing Mobility Blueprint with a list of AUSD schools including name, street address, grades, and attendance zone(s).
- providing Mobility Blueprint with shapefiles for school attendance zones and school location data and/or designating an AUSD contact for Mobility Blueprint to work with to verify AUSD spatial data, school locations, and boundaries. Note: Mobility Blueprint will be using SY 2023/24 boundaries
- providing Mobility Blueprint with AUSD's Student Data including Student Identifiers which are used to (a) eliminate records from prospects through matching address and parent name and (b) map currently enrolled students on the STUDENT PROSPECTS software.
 - Student Identifiers include Unique ID, Student First Name and Last Name, Parent First and Last Name, Second Parent First and Last Name (if available), Street, Apartment or Unit Number, City, State, Zip Code, Longitude (if available), Latitude (if available), Grade
- providing Client Personnel lists to setup User IDs.
- designating Client Personnel to participate in training.

9. ASSIGNMENT

Neither Party shall assign this Agreement without the other Party's prior written consent; except that Mobility Blueprint may assign this Agreement without AUSD's consent to an entity: possessing a controlling interest in Mobility Blueprint; that is under common control with Mobility Blueprint; or in which

Mobility Blueprint possesses a controlling interest. Irrespective of any assignment authorized by this Section, Mobility Blueprint shall be legally bound by and subject to the Agreement, and any permitted Mobility Blueprint assignee shall accept such assignment with the express written acknowledgement that it shall be bound by all terms and obligations set forth in this Agreement. Any prohibited assignment shall be void. This Agreement inures to the benefit of and will be binding upon AUSD and Mobility Blueprint and their respective successors and permitted assigns.

10. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the Party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.

11. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

12. SEVERABILITY

If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalid, illegal, or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced, except as modified to the minimum extent necessary to render the provision valid and enforceable.

13. COMPENSATION

AUSD agrees to compensate Mobility Blueprint for Deliverables related to the performance of this Agreement based upon work actually and satisfactorily performed not to exceed the total amount detailed in the proposal. AUSD agrees to compensate Mobility Blueprint for the agreed upon contract amount of \$32,500 with 50% or \$16,250 payable within thirty (30) days of receipt of first invoice and the remaining 50% to be prorated over the remaining 11 months of the contract term at \$1,477.27 per month. Mobility Blueprint shall not receive reimbursement for travel, meals and lodging related to any services rendered or efforts provided in fulfilling the obligations of this Agreement unless expressly authorized by AUSD.

14. OWNERSHIP OF WORK

Mobility Blueprint recognizes that AUSD will have perpetual, non-exclusive, non-transferrable license to use any work product or deliverables developed by Mobility Blueprint in the performance of the services and delivered to AUSD, upon AUSD's payment in full of all amounts due hereunder. Mobility Blueprint retains ownership of all information, software and other property owned by it prior to this agreement or which it develops independently of this agreement and all work products compiled or developed by Mobility Blueprint in the performance of this agreement.

15. EXCLUSIVITY

During the Term of the Agreement, Mobility Blueprint and its Related Persons (as defined below) will not solicit, negotiate, accept or otherwise pursue any offer from any of the following school districts or charter schools in these school districts:

Baldwin Park USD

Bonita USD

Charter Oak USD
Covina-Valley USD
Glendora USD

Claremont USD
Duarte USD
La Cañada USD

If any person or company approaches Mobility Blueprint, directly or indirectly, Mobility Blueprint will promptly notify them of this Exclusivity clause. "Related Persons" means, with respect to any person, each affiliate of such person and each director, officer, employee, agent, representative, advisor and other consultants and agents of such person or any of its affiliates.

16. CONFIDENTIALITY

Mobility Blueprint shall maintain strict confidentiality of all information, dates or records relating to students of AUSD and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law.

17. GOVERNING LAW; VENUE, CONTRACTOR COMPLIANCE WITH LAWS

Texas law, including as applicable, the Texas Uniform Commercial Code, shall govern this Agreement and all matters in any way related to this Agreement. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Agreement, and both Parties agree that venue for any litigation arising from or in any way relating to this Agreement shall exclusively lie in Travis County, Texas.

Statement of Work

Mobility Blueprint will customize its STUDENT PROSPECTS software for AUSD to do the following:

- locate school-aged children by zip code who are currently NOT enrolled in AUSD
 - age groups 0-2, 3-5, 6-10, 11-15 and 16-17
 - zip codes include: 91010, 91702, 91706, 91722, 91740, 91741, and 93563
- locate currently enrolled AUSD students
 - AUSD will provide Mobility Blueprint a list of currently enrolled students and Mobility Blueprint will identify and map these students on the platform.
 - Mobility Blueprint will sign a data sharing agreement with AUSD.
- locate AUSD schools and school boundaries
- view Census Blocks and American Community Survey information
- view multi-family housing
- view nearby charters, public schools, and private schools
- view and export mailing, e-mailing* and walking lists

*Based on current market data, email addresses are available for approximately 67% of prospects.

Mobility Blueprint will provide one (1) in person training. Additional training sessions via Zoom can be requested and added as needed. Training schedules will be coordinated with AUSD to identify locations and dates that maximize attendance.

Mobility Blueprint will also provide one (1) custom web-based training for designated employees to view as needed.

STUDENT PROSPECTS will be hosted on a Mobility Blueprint server. AUSD will need to provide a list of Client Personnel (staff/employees/administrators) who will be given access to the platform to create a secure log-in process. AUSD can post a link to the STUDENT PROSPECTS software website on their portal, but authorized users will need to login using their assigned username and password designated by Mobility Blueprint. Username will be the user's school email address. STUDENT PROSPECTS will not use AUSD's portal single sign on for authorization.

Mobility Blueprint intends to offer support services to AUSD as required to ensure the platform is used optimally. Support services include:

- Regular updates of the platform to ensure functionality,
- 24/7 access to online training via webinar/video recording,
- Phone/e-mail support via regular business hours, and
- Supplemental consulting available at \$150 per hour if requested by AUSD.

CONTACT INFORMATION FOR INVOICING AND NOTICES

MOBILITY BLUEPRINT

All Communication, Notices, Etc.

Name: Doyle Valdez, President
Email: doyle.valdez@mobilityblueprint.net
Phone: 512.627.0633

Accounts Payable

Name: Miriam Boudreaux
Email: miriam@valcorm.com
Phone: 512.496.1225

Mailing Address

Mobility Blueprint, LLC
P.O. Box 26427
Austin, TX 78755

AUSD

All Communication, Notices, Etc.

Name:
Email:
Phone:

Mailing Address

546 South Citrus Avenue
Azusa, CA 91702
Tel: 626.967.6211
Fax: 626.858.6123

For onboarding/implementation of Student Prospects

Name: _____

Email: _____

Phone: _____

Signature Page

SIGNATORY AUTHORITY:

Each individual signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signing of this document represents and warrants the execution and delivery of the Agreement and the performance of obligations that have been duly authorized.

AZUSA USD

Name:

Signature: _____

Date: _____

MOBILITY BLUEPRINT

Name: Doyle Valdez, President

Signature: Doyle Valdez

Date: 3-29-24