SOFTWARE SERVICE AGREEMENT

This Software Service Agreement (this *"Agreement"*) is made and entered into as of _____(the *"Effective Date"*), by and between Civic Permits, Inc. a Delaware corporation (*"Service Provider"*), and Mountain View Whisman School District (*"Customer"*).

RECITALS

A.   Service Provider makes available a SaaS solution known as Civic Permits (the *"Software Service"*).

B.   Customer desires to have Service Provider provide Customer with the right to access and use the Software Service, and Service Provider desires to provide Customer with the right to access and use the Software Service, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.   DEFINITIONS

1.1   *"Authorized User"* means Customer employees and independent contractors engaged by Customer that the Customer has authorized to use the Software Service.

1.2   *"Intellectual Property Rights"* means patent rights, copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.3   *"Software Service"* means Service Provider's SaaS solution known as Civic Permits, as described in Exhibit A.

2.   SERVICES

2.1   Software Service.   Subject to Customer's compliance with the terms and conditions of this Agreement, Service Provider will provide Customer with the Software Service. Customer may access and use the Software Service solely for the purpose of renting its facilities to third parties. Customer will not permit access to or use of the Software Service by anyone other than Authorized Users.

2.2   Restrictions. Customer will not: (i) sell, resell, rent or lease the Software Service; (ii) reverse engineer the Software Service; (iii) attempt to modify the Software Service; or (iv) use the Software Service for any unlawful purpose. Customer may not access or use (or permit a third party to access or use) the Software Service for purposes of monitoring the availability, performance or functionality of the Software Service or for any other benchmarking or competitive purposes. Customer will not interfere with or disrupt the Software Service or attempt to gain access to any related systems or networks to which access is restricted.

2.3   Software Service Terms of Service. Customer acknowledges that, in order to access and use the Software Service, it will be required to accept and agree to be bound by the terms of Service Provider's then-current Terms of Service (the *"Service Provider TOS"*). The current Service Provider TOS can be accessed at: https://civicpermits.com/TermsOfService

3.   CUSTOMER OBLIGATIONS

3.1   Cooperation and Assistance. Customer will at all times provide Service Provider with good faith cooperation and assistance and make available such information, facilities, equipment and personnel as may be reasonably required by Service Provider in order to provide Customer with the Software Service.

3.2   Security.   Customer will keep confidential and not disclose to any third parties, and will ensure that all Authorized Users keep confidential and do not disclose to any third parties, any user IDs, account numbers, passwords or other similar information for the Software Service.

3.3   Enforcement.   Customer will ensure that Authorized Users comply with the terms and conditions of this Agreement. Customer will promptly notify Service Provider of any suspected or alleged breach of this Agreement and will cooperate with Service Provider with respect to: (i) any investigation by Service Provider of any suspected or alleged violation of this Agreement or the Service Provider TOS; and (ii) any action by Service Provider to enforce the terms and conditions of this Agreement or the Service Provider TOS. Service Provider may suspend or terminate any Authorized User's access to the Software Service upon notice to Customer in the event that Service Provider reasonably determines that such Authorized User has breached this Agreement or the Service Provider TOS.

4.   FEES

4.1   Fees.   In consideration for Service Provider providing the Software Service, Customer will pay Service Provider the fees specified in Exhibit B ("*Fees*").

4.2   Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed in connection with this Agreement and its performance by any authority within or outside

of the U.S., except for taxes payable on Service Provider' net income.

5.   OWNERSHIP.   Customer acknowledges that, subject to the limited rights expressly granted hereunder, Service Provider exclusively own all rights, title and interests in and to the Software Service, including all and all Intellectual Property Rights therein.

6.   CONFIDENTIALITY

6.1   Definition.   *"Confidential Information"* means: (i) information that is disclosed in written form and that is clearly labeled as proprietary, confidential or with words of similar meaning; (ii) information that is disclosed orally or visually and that is identified as proprietary or confidential at the time of its disclosure and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure; and (iii) any information that due to its nature or the circumstances of disclosure would reasonably be deemed confidential. The terms and conditions of this Agreement will be deemed the Confidential Information of both parties.

6.2   Exclusions.   The obligations and restrictions in Section 6.3 will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party prior to the disclosure of such information from the disclosing party; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party who had the right to disclose such information without breach of any confidentiality obligation to the disclosing party.

6.3   Use and Nondisclosure.   During the term of this Agreement and for a period of three (3) years thereafter, each party will not use the

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other party's Confidential Information for any purpose other than for the performance and enforcement of this Agreement and will not disclose the other party's Confidential Information to any party other than to those of its employees and contractors who need to know such Confidential Information for a party's performance and enforcement of this Agreement; provided that each such employee and contractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Each party will use the same efforts to protect the confidentiality of the other party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts.

6.4   Permitted Disclosure. The foregoing provision of this Section 6 will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future provider's of venture capital and/or potential private investors in or acquirers of such party.

7.   WARRANTY AND SUPPORT

7.1   Limited Warranty. Service Provider warrants to Customer that the Software Service will provide the functionality specified in Service Provider's then-current technical documentation for the Software Service, which documentation, is available at https://civicpermits.com. In the event that the Software Service fails to conform to the foregoing warranty, as Customer's sole and exclusive remedy and Service Provider's sole and exclusive liability for any breach of such warranty, Service Provider will modify the Software Service to correct the non-conformity.

7.2   Disclaimers.   EXCEPT   AS EXPRESSLY PROVIDED IN SECTION 7.1, SERVICE PROVIDER DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DISCLAIMS ANY WARRANTY THAT THE SOFTWARE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED   OR   THAT   ALL ERRORS WILL BE CORRECTED.

7.3   Support. Service Provider will provide Customer and Authorized Users with support for the Software Service in accordance with the terms set forth in Exhibit C.

8.   INDEMNIFICATION

8.1   Indemnification by Service Provider. Service Provider will defend any action brought against Customer to the extent that it is based upon a third party claim that the Software Service, as provided by Service Provider to Customer pursuant to this Agreement, infringes any U.S. patent or any copyright or misappropriates any trade secret, and will pay costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer; provided that Customer: (i) promptly notifies Service Provider in writing of the claim; (ii) grants Service Provider sole control of the defense and settlement of the claim; and (iii) provides

Service Provider, at Service Provider's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. Customer reserves the right to retain counsel, at Customer's sole expense, to participate in the defense of any such claim.

8.2 Injunctions. In the event that Customer's rights to use the Software Service hereunder are enjoined, or in Service Provider' reasonable opinion are likely to be enjoined, due to the type of claim specified in Section 8.1 above, Service Provider may at its sole option and expense: (i) procure for Customer the right to continue using the Software Service; (ii) replace or modify the Software Service so that it is non-infringing and substantially equivalent in function to the enjoined Software Service; or (iii) if options (i) and (ii) above cannot be accomplished despite Service Provider' reasonable efforts, then Service Provider may terminate Customer's rights and Service Provider's obligations hereunder.

8.3 Exclusions. Notwithstanding the terms of Section 8.1, Service Provider will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (i) the combination, operation or use of the Software Service with equipment, devices, software or data not supplied by Service Provider, if a claim would not have occurred but for such combination, operation or use; or (ii) Customer's use of the Software Service other than in accordance with this Agreement.

8.4 Sole Remedy. THE FOREGOING STATES SERVICE PROVIDRE'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8.5 Indemnification by Customer. Customer will defend Service Provider against any action or suit brought against Service Provider by a third party in connection with Customer's use of the Software Service (other than a claim for which Service Provider is responsible under Section 8.1), and will indemnify and hold Service Provider harmless for any costs and expenses incurred by Service Provider and any damages awarded in final judgment or paid in settlement by Service Provider with respect to any such claim; provided that Service Provider: (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless the settlement unconditionally releases Service Provider from all liability); and (iii) provides Customer with all information and assistance that is reasonably necessary for the defense and settlement of the claim, at Customer's expense. Service Provider reserves the right to retain counsel, at Service Provider's sole expense, to participate in the defense of any such claim.

9. **LIMITATION OF LIABILITY**

9.1 Exclusion of Damages. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY IINCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

9.2 Total Liability. IN NO EVENT WILL SERVICE PROVIDER'S TOTAL LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S ACCESS TO AND USE OF THE SOFTWARE SERVICE EXCEED THE TOTAL FEES PAID BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEEDING THE CLAIM OR ACTION GIVING RISE TO ANY LIABILITY.

9.3 Acknowledgement. The parties acknowledge that the limitations and exclusions contained in this Section 9 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the payments made hereunder. Accordingly, the parties agree that such limitations and exclusions will survive and apply even if any exclusive remedy specified in this Agreement is found to have failed of its essential purpose.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and will continue for the initial term specified in the applicable order or, if no such term is specified, one (1) year, unless terminated earlier as provided in this Agreement. This Agreement shall automatically renew for subsequent one (1) year terms, unless either party notifies the other in writing of its intent not to renew at least ten (10) days prior to the end of the then-current term. The initial term and any renewal terms are collectively the "*Term*".

10.2 Termination for Cause. Except for a breach of the Fees obligations set forth in Section 4, either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof

from the non-breaching party. In the event of the Customer's breach of the Fees obligations set forth in Section 4, in addition to all other remedies available, the Service Provider may suspend or terminate the Software Service if the Customer fails to cure the breach within five (5) days.

10.3 Effect of Termination. Upon any expiration or termination of this Agreement: (i) Customer's and its Authorized Users' right to access and use the Software Service will immediately terminate and Customer and its Authorized Users will immediately cease all use of the Software Service; and (ii) each party will return and make no further use of any Confidential Information of the other party.

10.4 Survival. The rights and obligations of the parties under Sections 4, 5, 6, 8, 10.3, 10.4 and 11 will survive any expiration or termination of this Agreement.

11. GENERAL

11.1 Assignment. Neither party may assign or transfer this Agreement, in whole or in part, without the other party's written consent except in the event of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this Section will be void. "*Change of Control*" means, with respect to a party: (i) the direct or indirect acquisition of either: (a) the majority of voting stock of such party or (b) all or substantially all of the assets of such party, by another entity in a single transaction or a series of transactions; or (ii) the merger of such party with another entity. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

11.2 Governing Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions.

11.3 Waiver. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

11.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11.5 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

11.6 Compliance with Laws. Each party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including, but not limited to, any export laws and regulations of the United States.

11.7 Relationship Between the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

11.8 Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a *"Force Majeure Event"*). Upon the occurrence of a Force Majeure Event, the non-performing party will promptly notify the other party and will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

11.9 Entire Agreement. This Agreement together with the exhibits hereto constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

11.10 Non-Exclusive Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11.11 Construction of Agreement. The parties acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting thereof, and that this Agreement will not be construed in favor of or against either party solely on the basis of a party's drafting or participation in the drafting of any portion of this Agreement.

11.12 Counterparts. This Agreement may be executed in counterparts, each of will constitute an original, and all of which will constitute one and the same instrument.

The parties have caused this Agreement to be signed as of the Effective Date by their duly authorized representatives.

SERVICE PROVIDER

Signature: _____

Name: _Ajindo Rudolf_____

Title: _Superintendant_____

CUSTOMER

Signature:_____

Name:_____

Title:_____

EXHIBIT A

SOFTWARE SERVICE

The Software Service is a web-based platform for event coordination and scheduling. It allows property owners to schedule events at their facilities, and rent the facilities when not in use to third-party organizations. When renting to a third-party organization the Software Service assists with preventing scheduling conflicts, verifying tax exempt status, and tracking insurance coverage. When payments for the use of a facility is required, the Software Service allows property owners to invoice the applicant and receive payment online.

The Software Service includes reports and calendars, database backups, and hosting.

EXHIBIT B

FEES

The fees for the Software Service shall be shall be $3,289.00 per year. The first payment shall be due upon execution of this Agreement. All subsequent payments shall be due immediately upon renewal.

EXHIBIT C

SUPPORT

Telephone support is available Monday through Friday between 9:00am and 5:00pm Pacific Time by calling 707-761-1532.