

**Solution Tree, Inc.
Purchase Agreement**

Effective July 27, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Mountain View Whisman School District ("Customer") located at 1625 SAN LUIS AVE MOUNTAIN VIEW, CA US 94043 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Virtual Professional Development	\$17,925.00
Total	\$17,925.00

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$3,585.00	Upon execution of Agreement
Virtual Professional Development	\$9,560.00	August 6, 2021
Virtual Professional Development	\$4,780.00	August 9, 2021

3. Virtual Professional Development

3.1. Description of Services: Solution Tree agrees to provide speakers, Barbara Phillips and Erica Martin ("Associates"), to disseminate information for Customer on the topic of *Effective Learning Strategies – Differentiation* virtually on August 6, 2021, and virtually on August 9, 2021.

3.2. Presentation Materials: Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

3.3. Venue and Audio/Visual Equipment: Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

4.1. Intellectual Property: Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to

entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite or virtually, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

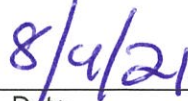
- a. **Virtual Professional Development:** If Customer cancels any Virtual Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Virtual Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:



Cathy Baur
Chief Academic Officer
Mountain View Whisman School District



Date

Ali Cummins
Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Eric Henry at eric.henry@solutiontree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Swati Dagar
Title: Director of Curriculum, Instruction & Assessment
Phone: 6550-526-3500 x1125
Email: sdagar@mvwsd.org
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: John Zepezauer
Title: Accounts Payable Technician
Phone: 650-526-3500 x1082
Email: accountspayable@mvwsd.org
Fax: _____