



230 California St, Suite 601  
San Francisco, CA 94111  
[www.informedk12.com](http://www.informedk12.com)

Emics, Inc. dba Informed K12

## Informed K12 Agreement

This Agreement is made as of October 2020 between Emics, Inc. and Perris Union High School District (PUHSD), covering the services to be provided below from the commencement of this Agreement through June 2025. This Agreement supersedes and replaces any and all prior written and oral agreements between Emics, Inc. and PUHSD. This agreement automatically renews each year in July after June 2025 unless PUHSD provides written notice of cancellation at least 45 days prior to the end of each 365-day period. Pricing is subject to increase after June 2025 by up to a maximum of 5% annually. Payment is due to Emics, Inc. 30 days after receipt of invoice at the initiation or renewal of services.

### Emics, Inc. will provide the following:

- Ongoing assistance and staff support. Informed K12 will provide a dedicated client success and implementation specialist as the primary contact for your district.
- Advanced access to new features, and full access to the Informed K12 system. You will receive first notice and early review of all new developments.
- Dedicated accounts with setup and configuration. Account services will adhere to the terms and definitions outlined in our [Privacy Policy](#). In sum, you control your account information, documents, and settings. We will not rent or sell your information to third parties outside Emics, Inc. and its group companies (including any parent, subsidiaries and affiliates) without your consent.

### During the term of this Agreement, Perris Union High School District will provide:

- **Dedicated Project Manager:** Identify one staff member as your primary contact, who convenes staff and provides direct input to the Informed K12 team in order to ensure success.
- **Implementation resources necessary to execute the Memorandum of Understanding.**
- **Feedback and review:** As a valued Informed K12 customer, you will have the ability to help to shape and improve the tool for all educators by providing feedback and reviewing any findings together for continuous improvement.



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**Termination for Cause by Either Party.** In the event that either party shall materially breach its obligations under this Agreement (unless Force Majeure has been invoked through written notice by either party) and shall fail to cure such breach within thirty (30) days after written notice and demand for such cure, or in the event that any representation or warranty of such party contained herein was materially incorrect when given, then the other party may, upon thirty (30) days' written notice, terminate this Agreement.

**FORCE MAJEURE:** "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.

**Upon any** termination for cause by Customer (PUHSD), Emics, Inc. shall refund Customer (PUHSD) any prepaid fees covering the remainder of the Term after the effective date of termination. Prepaid fees covering the remainder of the Term shall equal the amount paid in full minus the monthly rate of the full annual cost (\$46,000 per year = \$3,833.33 per month) times the number of months the service was used through the effective date of termination. Upon any termination for cause by Emics, Inc., Customer (PUHSD) shall pay any unpaid fees covering the remainder of the term of the Agreement after the effective date of termination. In no event shall any termination relieve Customer (PUHSD) of the obligation to pay any fees payable to Emics, Inc. for the period prior to the effective date of termination.

**INDEPENDENT CONTRACTOR:** Emics, Inc. shall be an independent contractor for PUHSD and not an employee. Emics, Inc. understands and agrees that it and all of its employees shall not be considered officers, employees or agents of PUHSD, and are not entitled to benefits of any kind normally provided to employees of PUHSD, including but not limited to, state unemployment compensation or workers' compensation. Emics, Inc. assumes full responsibility for the acts and omissions of its employees or agents related to the Services contemplated by this Agreement. Emics, Inc. assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing the Services.

The Parties acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. The Parties agree that: (1) Emics, Inc. shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) Emics, Inc.' s personnel shall only perform work that is outside the usual course of PUHSD's function of educating children; and (3) Emics, Inc.'s personnel shall be engaged in business independent of PUHSD. Emics, Inc. shall defend and indemnify PUHSD against any claim by any



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worker that it is actually an employee of PUHSD.

**INDEMNIFICATION:** Each Party agrees to indemnify, defend and hold harmless each other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of actions, claims, suits and demands whatever, and from all damages, liabilities, costs, charges, debts and expenses whatever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with a cybersecurity breach caused by a Party to the other Party. Emics, Inc. represents to PUHSD that it maintains Cyber Liability insurance with a minimum \$3,000,000 aggregate and \$2,500 retention limits and will provide certificate of insurance for said policy upon fully executing the agreement and prior to commencement of any services.

We look forward to a long lasting and mutually beneficial relationship.



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Perris Union High School District  
155 East Fourth St.  
Perris, CA 92570-2124

Date: 9/3/2020  
Terms and Cost Valid Until: 9/18/2020

Service	Unit Price
<p><b>Internal Office forms and workflow processes</b> <b>All Departments License: Internal forms across all departments, see table on page 5 for details</b></p> <p>All processes include:</p> <ul style="list-style-type: none"> <li>• Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals</li> <li>• Unlimited responses archived with full access search and nightly back-ups for all data</li> <li>• Phone, chat, and email support for form managers and recipients</li> <li>• Continuous upgrades and extensive browser and device support</li> <li>• Online webinars and resources for form managers</li> </ul>	<p>\$46,000/year</p> <p>\$27,600 Oct 2020 - June 2021 \$36,800 July 2021 - June 2022 \$36,800 July 2022 - June 2023 \$36,800 July 2023 - June 2024 \$36,800 July 2024 - June 2025</p> <p>Reduction of 20% on 5 year prepaid contract</p>
<p><b>Implementation Package (one-time fee)</b></p> <ul style="list-style-type: none"> <li>• Dedicated implementation specialist to lead 240-day implementation and change management consultation</li> <li>• Informed K12-supported set up for high value processes</li> <li>• Custom district-wide trainings and outreach</li> <li>• School site adoption program</li> <li>• Data review and report for initial launches</li> </ul>	<p>\$9,170</p>
<p><b>TOTAL PREPAID TOTAL DUE NOW:</b></p>	<p>\$183,970</p>

*Signature page follows*



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Emics, Inc.

Perris Union High School District

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Authorized Signature

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Authorized Signature

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Print Name

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Print Name

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Date

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Date