

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made effective as of the 16 day of May, 2019, by and between **Voyager Sopris Learning, Inc.**, a Colorado corporation with its corporate office at 17855 Dallas Parkway, Suite 400, Dallas, Texas 75287 ("Voyager Sopris Learning ") and Perris Union High School District having an office at 155 E 4th St, Perris, CA 92570 ("Customer").

RECITALS:

WHEREAS, in connection with Voyager Sopris Learning's curriculum for math intervention, Voyager Sopris Learning has agreed to provide certain implementation and training services to Customer;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, Voyager Sopris Learning and Customer hereby enter into this Agreement and mutually agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms have the meanings set forth below:

- 1.1. "Voyager Sopris Learning Employee" shall mean one or more employees provided by Voyager Sopris Learning to perform the Services.
- 1.2. "Effective Date" shall mean the date of signature by Customer as indicated at the signature blocks of this Agreement.
- 1.3. "Services" shall mean the services and work described in a Statement of Work.

2. Engagement.

Subject to the terms set forth herein, Voyager Sopris Learning hereby agrees to provide Customer with and Customer agrees to accept the Services.

3. Term.

The Term of this Agreement shall commence as of the Effective Date and shall continue for a period of two (2) years.

4. Services.

Voyager Sopris Learning shall provide to Customer the services as set forth on the attached Statement of Work. The Statements of Work shall be made a part of and incorporated in this Agreement. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall prevail. In the event Customer desires additional services, the parties shall execute additional Statements of Work which shall be deemed to be Services under this Agreement.

5. Compensation.

In connection with the provision of the Services, Customer shall pay Voyager Sopris Learning the rates as set forth on the applicable Statement of Work. Voyager Sopris Learning shall provide Customer with a monthly invoice setting forth in reasonable detail the Services performed each month. Amounts payable by Customer to Voyager Sopris Learning are due within thirty (30) days of the date of the invoice. Any sales taxes applicable to Voyager Sopris Learning's charges to Customer shall be included as a separate line item on Voyager Sopris Learning's current invoice in accordance with the laws of the applicable state.

6. Indemnity.

- 6.1. Except as provided in Section 6.2, Voyager Sopris Learning shall indemnify Customer and its officers, directors, managers, principals, agents or employees and shall hold each of them harmless from liability for any claims by third Persons for any acts or decisions made by Voyager Sopris Learning with respect to performing the Services for Customer under this Agreement. Voyager Sopris Learning will pay all expenses including attorneys' fees (other than in connection with Section 6.3(ii)) actually and reasonably incurred by Customer and its officers, directors, managers, principals, agents or employees in connection with the defense of any action, suit or proceeding and in connection with any appeal thereof, including the cost of out-of-court settlements, provided that Customer and its officers, directors, managers, principals, agents or employees incur no material costs without the prior written approval of Voyager Sopris Learning, which approval shall not be unreasonably withheld.
- 6.2. Customer shall indemnify Voyager Sopris Learning and its officers, directors, principals, agents or employees and shall hold each of them harmless from liability for any claims by third Persons for any acts or decisions made by Customer with respect to the Services. Customer will pay all expenses including attorneys' fees (other than in connection with Section 6.3(ii)) actually and reasonably incurred by Voyager Sopris Learning and its officers, directors, principals, agents or employees in connection with the defense of any action, suit or proceeding and in connection with any appeal thereof, including the cost of out-of-court settlements, provided that Voyager Sopris Learning and its officers, directors, principals, agents or employees incur no material costs without the prior written approval of Customer, which approval shall not be unreasonably withheld.
- 6.3. The indemnification set forth in Paragraphs 6.1 and 6.2. will be provided to the indemnified party provided that (i) the indemnified party reasonably cooperates with the indemnifying party at the indemnifying party's expense and (ii) the indemnifying party shall have the sole control of the defense or settlement of the claim, which shall be at the indemnifying party's own expense, provided that the indemnified party shall have the right to participate in the defense through counsel of its own choosing at the indemnified party's own expense. The indemnified party shall provide the indemnifying party with timely notice of any claim giving rise to indemnification. The indemnifying party will not need

to indemnify the indemnified party to the extent the indemnifying party is prejudiced by the failure of the indemnified party to timely notify the indemnifying party of a claim.

6.4. Notwithstanding anything contained herein to the contrary, neither party shall be liable or required to indemnify the other party to the extent any liability or expense is the result of such other party's gross negligence or intentional wrongdoing. The maximum aggregate amount of liability an indemnifying party shall be liable with respect to a claim by a third Person pursuant to this Section 6, shall be the lesser of (i) the amount paid pursuant to Section 5 in the 6 months immediately preceding the date on which the notice of the potential claim under Section 6 is delivered to the indemnifying party and (ii) \$1,000,000.

7. Independent Contractor.

It is understood and agreed that Voyager Sopris Learning will perform the Services under this Agreement as an independent contractor. It is also agreed that Voyager Sopris Learning will comply with all applicable federal, state, and local laws and regulations relating to the employment, insurance, and taxation of employees who perform services under this Agreement. No agency or employment relationship with Customer is intended nor shall be construed to exist between Customer and Voyager Sopris Learning or between Customer and any Voyager Sopris Learning employee performing Services under this Agreement.

8. Intellectual Property.

Customer agrees that all materials developed, generated or produced by Voyager Sopris Learning resulting from the provision of Services, including but not limited to information, documentation, flow charts, diagrams, reports, writings, both internal and external, and data ("Work Product") shall be the sole and exclusive property of Voyager Sopris Learning. Customer shall have no proprietary interest in the Work Product. If and to the extent Voyager Sopris Learning may, under applicable law or otherwise, be entitled to claim any ownership interest in the Work Product, Customer hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Voyager Sopris Learning all of Customer's right, title, and interest in and to such materials in perpetuity or for the longest period otherwise permitted by law. Customer shall perform any acts that may be deemed necessary or desirable by Voyager Sopris Learning, in its sole discretion, to further evidence transfer of ownership of the Work Product to Voyager Sopris Learning to the fullest extent possible, including but not limited to, the making of further written assignments in a form determined by Voyager Sopris Learning.

9. Disclaimer of Warranties

NEITHER PARTY GIVES ANY EXPRESS WARRANTIES NOR does EACH PARTY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability.

Except for the obligations set forth in Section 6 and except for the amounts to be paid pursuant to Section 5, the liability of Voyager Sopris Learning and Customer arising out of this Agreement shall be limited to \$1,000,000. In no event shall Voyager Sopris Learning or Customer be liable to the other for any special, consequential, incidental, or indirect damages, however caused, on any theory of liability, and whether or not Voyager Sopris Learning or Customer has been advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

11. Liaisons.

Each party shall designate an officer of such party to be the primary liaison for this Agreement who shall be the single person authorized to agree to changes, modifications or methods of implementation of this Agreement.

12. Notices.

All notices, requests, demands or other communications provided for by this Agreement shall be in writing and shall be addressed to the address of the respective parties stated below or to such changed address as such party may have affixed by notice:

If to Voyager Sopris Learning:
Amy Otis, Director of Bids and Contracts
17855 Dallas Parkway, Suite 400
Dallas, TX 75287
800.547.6747

If to Customer:
Perris Union High School District (Contact Name and Title)
155 E 4th St (Address)
Perris, CA 92570 (City, State, ZIP)
(951) 943-6369 (Telephone)

13. Confidentiality

13.1. Neither party shall, without the written consent of the other, communicate confidential information of the other (designated in writing or identified in this Agreement as such or otherwise reasonably believed to be such) (the "Confidential Information") to any third Person and shall protect such information from disclosure to any third Person in the same manner that it protects its own Confidential Information. Neither party shall use Confidential Information received by it other than for the purpose of performing this Agreement.

13.2. The obligations contained in this Section shall not be applicable to information: (i) which was in the possession of or communicated to the receiving party free of any obligation of confidence; (ii) which is in the public domain at no fault of the receiving party; (iii) which is disclosed to a third Person by the receiving party with the written approval of the furnishing party, provided that the approval given pursuant to this clause

shall have effect only in the instance for which given; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. Additionally, a party who receives Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") may disclose Confidential Information of the Disclosing Party to the extent required to be disclosed under applicable law, governmental or judicial order, decree, regulation, rule or process; provided that the Receiving Party gives written notice to the Disclosing Party as far in advance as reasonably possible prior to disclosure and the Receiving Party reasonably cooperates in seeking to dispute such disclosure and/or obtain confidential treatment for the disclosed information.

14. Insurance.

14.1. During the term of this Agreement, Voyager Sopris Learning shall, at its sole cost and expense, secure and maintain Workers' Compensation insurance in amounts as required by the applicable statutes, Employer's Liability Insurance in a minimum amount of \$500,000; Commercial General Liability insurance (including Premises Operations; Products and Completed Operations and Broad Form Property Damage) in a minimum amount of \$1,000,000 bodily injury and property damage combined single limit per occurrence; Public Liability insurance shall include "contractual" coverage to specifically acknowledge the provisions of the section entitled "Indemnification"; and Automobile Liability insurance for owned, non-owned, and hired vehicles in a minimum amount of \$1,000,000 bodily injury and property damage combined single limit per occurrence. Voyager Sopris Learning shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Agreement.

14.2. Upon request, all liability insurance policies maintained by Voyager Sopris Learning pursuant to this Agreement, except Workers' Compensation, shall be endorsed to name Customer as an "Additional Insured". Voyager Sopris Learning shall furnish to Customer certificates of insurance reflecting policies in force before commencing the Services under this Agreement but in any event within fifteen (15) days of the Effective Date, and thereafter upon the renewal of such policies during the term of this Agreement. In the event Voyager Sopris Learning fails to furnish such certificate(s) or endorsement(s), or upon the cancellation of any insurance required under this Agreement, without prejudice to any other remedy Customer may have, Customer may terminate this Agreement, upon providing fifteen (15) days notice of such default and Voyager Sopris Learning fails to cure such default within the fifteen (15) day period.

15. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon Voyager Sopris Learning and Customer, their respective successors and permitted assigns.

16. Force Majeure.

Neither party shall be in default if performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor difficulty, sabotage, failure of suppliers or subcontractors or unavailability

of material or supplies or any other cause beyond the control of such party (“Force Majeure”), provided that such party gives the other party written notice within fifteen (15) days of discovering the Force Majeure. In the event of a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure, and if the duration of the Force Majeure is in excess of six (6) months, the other party may terminate this Agreement.

17. Applicable Law.

This Agreement shall be governed by the laws of the State of Colorado, without giving effect to conflict of laws rules.

18. Entire Agreement.

This Agreement supersedes all prior understandings and agreements between the parties concerning the Services and may not be amended orally, but only by a writing signed by each of the parties hereto.

19. Waiver.

Any waiver of any right or default under this Agreement shall be effective only in the instance given and shall not operate as or imply a waiver of the same or any similar right or default on any subsequent occasion.

20. Captions.

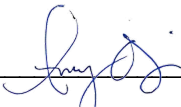
The captions to the Sections of the Agreement are for convenience only, are not part of this Agreement, and shall have no force or effect in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers duly authorized effective as of the date and year first above written.

Voyager Sopris Learning, Inc.

Perris Union High School District

(Customer name)

By:  _____

By: _____

Name: Amy Otis _____

Name: _____

Title: Director of Bids and Contracts _____

Title: _____

Date: 4/22/19 _____

Date: _____

SCHEDULE A
STATEMENT OF WORK

Customer: Perris Union High School District

Project Description: Step Up to Writing Training

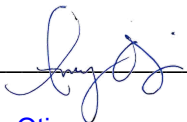
Fees and Payment: \$ 30,846.13

IN WITNESS THEREOF, the parties have executed this Work Order as this 22 day of May, 2019.

Voyager Sopris Learning, Inc.

Perris Union High School District

Customer Name

Signature: 

Signature: _____

Name: Amy Otis

Name: _____

Title: Director of Bids and Contracts

Title: _____

Date: 04/22/19

Date: _____



Company Address 17855 Dallas Pkwy, Suite 400
 Dallas, TX 75287
 US

Quote Number 00060318
 Created Date 4/5/2019

Quote To Charles Newman

Bill To Name Perris Union High School Dist
 Bill To 155 E 4th St
 Perris, CA 92570
 US

Ship To Name Perris Union High School Dist
 Ship To 155 E 4th St
 Perris, CA 92570
 US

Sales Executive Name Frankie Mata

Sales Executive Phone 8588293301

Sales Executive Email frankie.mata@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
Step Up to Writing, Grades 6-8 Classroom Kit, 4th Ed. (with access to Online Teacher Resources)	331871	50.00	\$439.00	\$21,950.00
Step up to Writing 4th edition launch training 1-2 day package	335812	2.00	\$2,500.00	\$5,000.00

Total Price \$26,950.00
 Shipping & Handling \$2,195.00
 Tax \$1,701.13
 Total Due \$30,846.13

**Please remember to add sales tax for your state (from subtotal) if applicable.
 *Taxes on quote are an estimate only and are subject to change once the order is placed.

Comments

All academic school year licenses start on August 1 and end on July 31. Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order. All Summer licenses start May 1 and end on July 31.

*A contact name and email address are required for all products with digital components.

Voyager Sopris Learning
 Cambium Learning Group, Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com



Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.

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Dallas, Texas 75287
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Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com