



CONTRACT OF SERVICE

The Contract of Service encompasses the attached Invoice, Sole Source Letter, and End User License Agreement, which are incorporated in this Contract of Service by reference. The Contract of Service is an agreement entered into between Las Positas College and Ocelot (CareerAmerica, LLC) to begin on 12/1/2019. Pricing as offered assumes contract approval on or before Contract Start Date.

1. TOTAL CONTRACT

Item	Quantity	Description	Unit Amount	Total Amount
Chatbot: Admissions	2.00	Admissions Chatbot	\$5,000.00	\$10,000.00
Chatbot: Counseling	2.00	Counseling Department Chatbot	\$5,000.00	\$10,000.00
Chatbot Pro-Rated	1.00	Pro-Rated Chatbot (partial year)	\$7,000.00	\$7,000.00
Chatbot SET-UP Fee	1.00	One-time Set-Up Charge for Chatbot	\$3,000.00	\$3,000.00
Spanish-language Chatbot	2.00	Spanish-language Chatbot	\$2,000.00	\$4,000.00
Discount: Set-Up Fee Waived	1.00	Set-Up Fee has been waived	\$-3,000.00	\$-3,000.00

Shipping & Handling 0.00

Sales Tax 0.00

TOTAL AGREEMENT PRICE \$31,000.00

31 month agreement for Admissions and Counseling chatbot in English and Spanish at \$12,000 annually from 12/1/2019-6/30/2022

2. ORDER ADD-ONS

This contract includes the flexibility to order additional services – including but not limited to custom developed technology solutions - within the Term of this agreement. Item(s) will be invoiced separately and will be bound to this agreement, or a new agreement, as indicated by Ocelot.

3. TERM

Start Date: 12/1/2019 End Date: 6/30/2022

4. PAYMENT SCHEDULE

Due Date	Amount
12/1/2019	7,000.00
7/1/2020	12,000.00
7/1/2021	12,000.00

Checks made payable to CareerAmerica, LLC

5. SIGNATURES

Las Positas College

Ocelot



Signature

	Name	Damon Vangelis
	Title	CEO
	Date	10/9/2019



INVOICE

CareerAmerica, LLC
 PO Box 7139
 Boulder, CO 80306

Invoice #	Invoice Date	Payment Due Date	PO#
0221-15	10/9/2019	12/1/2019	

Bill To:

Las Positas College
 3000 Campus Hill Dr.
 Livermore, CA 94551

Contract Services Description

Item	Quantity	Description	Unit Amount	Total Amount
Chatbot: Admissions	2.00	Admissions Chatbot	5,000.00	10,000.00
Chatbot: Counseling	2.00	Counseling Department Chatbot	5,000.00	10,000.00
Chatbot Pro-Rated	1.00	Pro-Rated Chatbot (partial year)	7,000.00	7,000.00
Chatbot SET-UP Fee	1.00	One-time Set-Up Charge for Chatbot	3,000.00	3,000.00
Spanish-language Chatbot	2.00	Spanish-language Chatbot	2,000.00	4,000.00
Discount: Set-Up Fee Waived	1.00	Set-Up Fee has been waived	-3,000.00	-3,000.00

Shipping & Handling 0.00

Sales Tax 0.00

AMOUNT DUE THIS INVOICE \$7,000.00

Initial pro-rated invoice for 7 months from 12/1/2019-6/30/2020 Admissions and Counseling chatbot in English and Spanish

Payment Terms: Net 30 upon PO/Signed Contract

Phone # (303) 351-2546	Fax # (810) 958-5113	Email orders@ocelotbot.com
Website www.ocelotbot.com	Federal Tax ID 04-3775454	

Ocelot, FATV, GetAnswers, GetSAP, and GetSAP+ are services of Career America, LLC.
 All payments should be made payable to CareerAmerica, LLC

To: Purchasing Department, Las Positas College
From: Damon Vangelis, CEO
Date: 10/9/2019
Re: **Sole Source Nature of Ocelot Services**

Dear Purchasing Officer:

Ocelot is a 16-year-old niche content and technology company. Ocelot works with institutions of higher education to help schools communicate with students and parents using chatbots and videos. Ocelot is a "Sole Source" supplier of three proprietary products, both of which are Section 508 compliant.

Ocelot has three products that **no other company provides**:

1 – Artificially Intelligent Conversational Ocelot Chatbots. Ocelot Bots come pre-loaded with a knowledgebase of over 2,500 text-based questions and answers, and over 2,000 FATV videos covering student service topics. Ocelot Bots are 100% customizable. They are available in Spanish. The Ocelot Platform has a unique community feature that leverages content from all Ocelot Bots (over 100 higher educations are on the platform), enabling schools to deploy and maintain their bots for a fraction of the time and effort compared to other available chatbot tools.

2 - FATV's GetAnswers video Service. This is a comprehensive and customizable highly-visual knowledgebase of content created by Ocelot that is anchored by a pre-made library of regularly-updated online video content (our library includes over 2,000 videos) dealing with financial aid and related student service topics. Students can access the content in a variety of ways: through an artificially intelligent chatbot, a searchable portal, videos embedded on the school's website, integration in text and email communications, school signage systems, and via social media applications. The videos in the library are updated regularly as state and federal financial aid programs change. The library can be customized for schools to meet their needs. Schools receive detailed analytics on questions answered, as well as videos watched. Video content is also available in multiple languages, including Spanish, Chinese, and Creole.

3 - GetSAP. This is a customizable online learning platform created by Ocelot that aids school clients in educating students about the school's Satisfactory Academic Progress (SAP) policy. GetSAP is a pre-loaded online platform with Ocelot content, which is supplemented by video content created by Ocelot relating to the school's unique SAP policy, along with testing components. With use of Ocelot's proprietary technology, schools can embed videos, specific counseling sessions, and calculators on their website and receive analytics on counseling sessions attempted and/or completed.

Ocelot services are available on a subscription basis directly through us. Ocelot is owned by CareerAmerica, LLC. All Ocelot content is subject to copyright protection.

If you have any questions, please contact me at (303) 351-2546.

Sincerely,



END USER LICENSE AGREEMENT

NOTICE TO ALL USERS: Please read this contract carefully. By utilizing this service, you (the relevant entity) agree that this agreement is enforceable like any written contract signed by you.

1. Definitions

- a. "Service" means (a) all of the contents of the digital files, or other media (including electronic media) with which this Agreement is provided or such contents as are hosted by Ocelot (CareerAmerica, LLC) or any authorized partners, including but not limited to (i) computer information or software; (ii) related explanatory materials in printed, electronic, or online form ("Documentation"); and (b) upgrades, modified or subsequent versions and updates (collectively "Updates"), and Software, if any, licensed to you by CareerAmerica, LLC or an Authorized Partner as part of a maintenance contract or service subscription.
- b. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the Service.
- c. "Computer" means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions.
- d. "Ocelot" means a customizable online educational service created and serviced by CareerAmerica, LLC.

2. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, CareerAmerica, LLC hereby grants to you a non-exclusive, non-transferable license to use a custom version of this Service on your website, for access and viewing by your faculty and staff, students, their family members and/or guardians, website visitors, and prospective students and their family members and/or guardians.

3. Term. Unless earlier terminated as set forth herein, this Agreement is effective for the term set forth in the Invoice and/or Contract of Service (if supplied), and may be extended for additional terms and pricing upon written agreement by the Parties. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must cease use of the Service and destroy all copies of the digital files and Documentation.

4. Start Date for Subscription. Subscription start dates shall be determined at the outset of the Agreement. Standard practice is for the subscription to begin the day the service is provided by CareerAmerica, LLC to the Client. However, at the discretion of CareerAmerica, LLC, the start date may be delayed in order to accommodate delays in launching by the Client. In the case of a delayed launch, start dates will be no later than 60 days from the date of the signed agreement or the receipt by CareerAmerica, LLC of a purchase order (whichever is later), unless otherwise agreed to by CareerAmerica, LLC at the outset of the Agreement.

5. Updates. This license is limited to the version of the Service delivered by CareerAmerica, LLC.

Throughout the Term of this Agreement, CareerAmerica, LLC shall make reasonable efforts to update the content of its service as needed to reflect material changes in applicable laws and/or regulations.

6. Ownership Rights. The Ocelot Service and its content is protected by United States copyright laws. CareerAmerica, LLC owns and retains all right, title, and interest in and to the Service, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your installation or Use of the Ocelot service does not transfer to you any title to the intellectual property in the Service, and you will not acquire any rights to the Service except as expressly set forth in this Agreement. You retain ownership in any content or material that is provided to CareerAmerica, LLC (referred to herein as the “Customer Materials”) and this Agreement does not provide CareerAmerica, LLC with any right to use such Customer Materials other than as necessary to perform its obligations under this Agreement.

7. Multiple Copies. If your service subscription includes multiple media format – such as DVD – you are not permitted to make copies of this media. You are permitted to use the Service on your institution’s website. However, you are not permitted to knowingly or intentionally permit another institution to access your Service.

8. Video Files. If you elect to utilize any video files provided by CareerAmerica, LLC through the file-share system, these files are only to be used as part of a school-based (closed) signage system for the term of your subscription. The video files are the property of CareerAmerica, LLC, and may not be duplicated, shared, or otherwise transmitted for use by a third party, or used online without prior written permission of CareerAmerica, LLC. If your subscription ends, you are not permitted to use the video files without permission of CareerAmerica, LLC.

9. Restrictions. You may not sell, lease, license, rent, loan, resell, or otherwise transfer, with or without consideration, the Service or any of its knowledgebase or video content. You may not reverse engineer, decompile, or disassemble the Service, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Service in whole or in part. You may not knowingly permit third parties (institutions, corporations, agencies, etc) to benefit from the use or functionality of the Service or the video clips. [This shall not be construed to refer to students benefiting intellectually from the educational benefit of the Service.] You may not back-up or otherwise copy any Ocelot digital content, or upload it to any other services or websites.

10. Warranty and Disclaimer. Subscriptions run for 1 year, unless otherwise specified in the Agreement. Pro-rated subscriptions are permissible (e.g. your fiscal year is already in progress and you wish to purchase a subscription for the remaining months of your fiscal year), but must be specified in the Contract of Service or Invoice. CareerAmerica, LLC strives to make sure its Service is free from interruption; however, we make no guarantees that it will be error-free.

- a. **Uptime Commitment.** CareerAmerica, LLC will use commercially reasonable efforts to ensure that the Ocelot Service is available 24 hours a day, 7 days a week, with a monthly uptime goal of 99%. As used herein, “Ocelot Uptime” is calculated by taking the total number of minutes in a calendar month less the number of minutes of Ocelot Downtime in the calendar month, divided by the total number of minutes in the calendar month. As used

herein, "Ocelot Downtime" means if Ocelot Content and player are not being distributed or the Ocelot server is down, provided, however, that the following events will not be included as Ocelot Downtime: (a) causes beyond CareerAmerica LLC's reasonable control, and (b) scheduled maintenance on the Ocelot Service ("Scheduled Maintenance") up to 8 hours per calendar month (the "Maintenance Limit"); all Scheduled Maintenance shall either be conducted (i) between the hours of 12:00 AM (ET) and 6:00 AM (ET) or (ii) at any time after supplying Client with 3 days advance notice (the "Maintenance Windows"). Any Schedule Maintenance conducted in excess of the Maintenance Limit or outside of the Maintenance Windows shall be included in the calculation of Ocelot Downtime. Client will promptly notify CareerAmerica, LLC of any failure to receive Ocelot Content, whereupon CareerAmerica, LLC will evaluate the report in order to determine whether or not such failure qualifies as Ocelot Downtime.

- b. **Remedy for Excess Downtime.** If Ocelot Downtime is greater than 1% in a given month, Client shall be given an extension of the Agreement in the amount of downtime.

These provisions are Client's sole and exclusive remedy for Ocelot Downtime and any failure to meet the terms of this Agreement. To request an Ocelot Service Extension credit, Client must contact CareerAmerica, LLC within 30 days after the end of the month in which the Service Extension Credit was earned. Multiple Ocelot Downtime events occurring simultaneously shall be considered a single Ocelot Downtime event.

11. Limitation of Liability. Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall either party, or its authorized partners or suppliers, be liable to each other or to any other person for loss of profits, loss of goodwill, or any indirect, special, incidental, or consequential damages, or damages for gross negligence of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or for any other damage or loss, even if either party has been advised of the possibility of such damages. In no event shall CareerAmerica, LLC, or its authorized partners, be liable for any damages in excess of the contract price for the Ocelot Service, if any.

12. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California, without regard to its conflict of law provisions.

13. Audit for Volume Licenses. CareerAmerica, LLC reserves the right to periodically audit (verify enrollment and review your use of Ocelot) your institution to ensure that you are using the appropriate Service license, and are not in violation of this Agreement.

14. Logos and Symbols. As a customer in good standing with CareerAmerica, LLC, your institution has the right to use our Ocelot logo on your website and/or any marketing materials you create so long as they are used to indicate current usage of Ocelot.

15. White Labeling. As a customer, you are permitted to "white label" Ocelot's services. You agree that any name, avatar, or other branding that you utilize in this regard is taken at your own risk of any violations of trademarks, etc., and you also agree to bear the consequences of your choices. CareerAmerica, LLC bears no responsibility for any names, avatars, or branding that you choose to utilize.

16. Miscellaneous. This Agreement sets forth all rights for the user of our Services, and is the entire agreement between the parties. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of CareerAmerica, LLC. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by CareerAmerica, LLC. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

17. Customer Support. If you have any questions concerning these terms and conditions, please call (888) 704-9090 or request help through our website located at www.ocelotbot.com.