



## CONTRACT OF SERVICE

Pursuant to Master Services Agreement No. 00003389 ("Master Agreement") by and between the Foundation for California Community Colleges ("Foundation") and Career America LLC dba Ocelot ("Ocelot") executed April 17, 2020, for the purchase of products and services, as agreed upon in Exhibit F of said Master Agreement by Participating Agencies, the execution of this Contract of Service ("Contract of Service"), constitutes the agreement between Ocelot and Las Positas College ("Client" or "Institution"), encompassing the attached End User License Agreement, which is hereby incorporated in this Contract of Service by reference, for services to begin on 7/1/2022. Pricing as offered assumes contract approval on or before Contract Start Date.

### 1. TOTAL CONTRACT

Item	Description	Unit Amount	Total Amount
GetAnswers: Custom Service	Online financial aid video service	\$7,000.00	\$21,000.00
Campaigns: Subscription	10,000 unique contacts	\$15,000.00	\$45,000.00
Chatbot: Enrollment Management	Admissions, Counseling, Financial Aid	\$13,000.00	\$39,000.00
Chatbot: Multilingual	Multilingual Chatbot	\$3,000.00	\$9,000.00
GetAnswers: CCC Access & Equity Support Pack	Includes content modules for CalWORKS, EOPS / Care, Title IX (once released) and Disability Services.	\$0.00	\$0.00
GetSAP: GetSAP Service	Online educational platform for Satisfactory Academic Progress	\$8,000.00	\$24,000.00
Discount: Loyalty		\$-3,000.00	\$-9,000.00
Discount: Multi-Product		\$-1,000.00	\$-3,000.00

Shipping & Handling 0.00

Sales Tax 0.00

**TOTAL AGREEMENT PRICE \$126,000.00**

3 Year Term 7/1/2022 - 6/30/2025

Enrollment Management Chatbot: Admissions, Counseling, Financial Aid

Multilingual Chatbot

Campaigns for 10,000 unique contacts

CCC equity pack

GetAnswers and GetSAP

## **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: 7/1/2022    End Date: 6/30/2025

**4. RENEWAL CONTRACT OPPORTUNITY**

This contract will automatically renew at the conclusion of the term. Client may opt-out of renewal by notifying Ocelot in writing at least 30 days prior to the conclusion.

**5. PRICE CAP ON RENEWAL CONTRACT**

At the conclusion of this contract, the pricing for the current items ordered will increase by no more than 6%.

**6. SIGNATURES**

Las Positas College

Ocelot



Signature

	<b>Name</b>	Damon Vangelis
	<b>Title</b>	Founder
	<b>Date</b>	5/12/2022

## 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 are 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 the 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 Colorado, 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. Taxes.** Client agrees to pay all applicable taxes, including federal, state, local, national, or regional taxes, which may include sales, use, privilege, or any other applicable taxes.

**18. 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](http://www.ocelotbot.com).



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CareerAmerica, LLC**

2 Business name/disregarded entity name, if different from above  
**Ocelot**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**703 11th Street**

6 City, state, and ZIP code  
**Boulder, CO 80302**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

8	4	-	4	0	4	7	8	6	1
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ *Danna Vazquez*

Date ▶ 1/4/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.