RIVERSIDE UNIFIED SCHOOL DISTRICT
P.O. BOX 2800, RIVERSIDE, CA 92516-2800

Contract

Contract # **C-6014081**
Orig FY 2026
Orig Date 10-29-2025
CIVICBELL LLC

Vendor 111080
CIVICBELL LLC
3790 EL CAMINO REAL
#1022
PALO ALTO, CA 94306

Phone

Buyer GUADALUPE AVILA
Phone 951-352-6729 X 82613
Fax 951-778-5711
Terms & Conditions SEE ATTACHED
FOB DESTINATION FREIGHT PREPAID - TO BE CHARGED
Payment Terms NET30
Site / Room / Staff PUPIL SERV/CRC-L. AGUILAR

Ship To
CENTRAL RECEIVING
*WAREHOUSE *951-788-7496 X84213
3070 WASHINGTON STREET
RIVERSIDE, CA 92504

Fax 951-778-5649

Bill To
RIVERSIDE UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE
PO BOX 2800
RIVERSIDE, CA 92516-2800

Contract # must appear on all packages and documents.

Fax 951-778-5715

Originators LARA AGUILAR(R0150894)

C6014081

Line	Item	Funding	Total
1	**AGREEMENT**		$3,751.00
	AGREEMENT Civic Bell Residency Verification System	[redacted]	100%
2	**ONBOARDING FEE**		$500.00
	ONBOARDING FEE One time new customer onboarding fee	[redacted]	100%

Note This agreement is to provide for SCHOOL STAFF ONLINE DASHBOARD; pursuant to agreement between vendor and Riverside Unified School District.

SITE CONTACT: Lara Aguilar, Administrative Secretary II (951)352-1200 Ext. 83045 lcaguilar@riversideunified.org

Authorized Signatures: Raul Ayala

If you would like to speak to an Accounts Payable Clerk, please call (951) 352-6729. Invoices can be emailed to accountspayable@riversideunified.org

Total Line Items:	$4,251.00
Discount:	$0.00
Sub-Total:	$4,251.00
Tax:	$0.00
Freight:	$0.00
Order Total:	**$4,251.00**

Authorized Signature

SAAS SERVICES ORDER FORM

Customer: Riverside Unified School District	Contact: Raúl Ayala
Address: 3380 14th St, Riverside, CA 92501	Email: rayala@riversideunified.org
Services: (1) School staff online dashboard for residency verification activities (2) Single verification tools (3) CSV upload portal for mass residency verification options (4) Public facing portal for residency verification during enrollment or annual update (5) Address lookup tool for McKinney-Vento Abuse investigation support (6) REST API access	
Services Fees: $3750 per year, payable 12 months in advance, subject to the terms of Section 4 herein. There is a $500 one-time setup/onboarding fee.	**Service Term**: 1 year/12 months. Either party may terminate this Agreement and all of its rights hereunder by providing the other party 60-day prior written notice. Autorenewal subject to Section 5 herein.
Service Capacity: 3410 identity verification attempts annually. If Customer exceeds the limit, Company will bill at set rate of $2/additional verification attempt. Company reserves the right to reduce service capacity at this point. This limit resets at the beginning of each annual contract. This limit will be pro-rated to align with annual contract.	
Support and Maintenance: Company will provide up to one (1) hour of support and maintenance services quarterly at no additional cost. Any support requested beyond the one-hour quarterly allotment will be billed at a rate of $250 per hour.	
Customer Responsibilities: Customer is solely responsible for ensuring they have obtained the necessary permissions and consents to use phone numbers for verification purposes in compliance with all applicable laws and regulations.	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on_____ (the "Effective Date") between CivicBell, LLC, a Delaware Public Benefit Limited Liability Cooperation ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

CivicBell, LLC:

By:_____

Name: Anthony Spaelti

Title: COO

Riverside Unified School District:

By: _____

Name: Chenchira Jane Jumnongsilp for Raul Ayala

Title: Director of Purchasing

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Alternative to a user name and password, Company can also provide an option for Customer to access the Services via a dedicated URL and IP address.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practices and as set forth in the Order Form.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and

data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM, AUTORENEWAL AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 Prior to the commencement of each Renewal Term, the Customer shall have the right to review the service provided by the Company to ensure continued alignment with the Customer's needs and objectives. Any material changes or new features proposed by the Company for the upcoming Term must be approved in writing by the Customer's designated representative.

5.3 The Company reserves the right to adjust the price for the subsequent renewal Term. Company shall provide written notice of any proposed price increase at least 60 days before the expiration of the then-current Term. The Customer shall have the right to reject the price increase and opt for early termination as set forth in Section 5.4.

5.4 Either party may also terminate this Agreement upon sixty (60) days' notice to the other party at any time for any or no reason. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE

FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions or principles.

Quote

 # QT75290

CivicBell, LLC
3790 El Camino Real
Suite 1022
Palo Alto California 94306
U.S.A

Bill To
Riverside Unified
3380 14Th St.
Riverside, CA 92501

Quote Date : 12 Sep 2025

#	Item & Description	Qty	Rate	Amount
1	CivicBell Residency Verification System 10/2025 - 09/2026	3,410.00	1.10	3,751.00
2	New Customer Onboarding Fee One-time onboarding fee	1.00	500.00	500.00
			Sub Total	4,251.00
			Total	**$4,251.00**

Notes

This is not an invoice.

Our dedicated accounting team can be reached at accounting@civicbell.com

RIVERSIDE UNIFIED SCHOOL DISTRICT
P.O. BOX 2800 RIVERSIDE, CA 92516-2800

Purchase Order

PO # P-1086310
Fiscal Year 2027
Date 07-06-2026

CIVICBELL LLC

Vendor 111080
CIVICBELL LLC
3790 EL CAMINO REAL
#1022
PALO ALTO, CA 94306

Buyer AVILA, GUADALUPE
Phone 951-352-6729 X 82613
Fax 951-778-5711
Payment Terms NET30
Terms & Conditions SEE ATTACHED
FOB DESTINATION FREIGHT PREPAID - TO BE CHARGED
Deliver on/before August 5, 2026

Ship To Fax 951-778-5649
CENTRAL RECEIVING

*WAREHOUSE *951-788-7496 X84213
3070 WASHINGTON STREET
RIVERSIDE, CA 92504

Bill To Fax 951-778-5715
RIVERSIDE UNIFIED SCHOOL DISTRICT

ACCOUNTS PAYABLE
PO BOX 2800
RIVERSIDE, CA 92516-2800

Site / Room / Staff
PUPIL SERV/CRC-L. AGUILAR

PO# must appear on all packages and documents.

P1086310

Originators Aguilar, Lara (R0159074)

Notes THIS PURCHASE ORDER IS TO PROVIDE FOR: SCHOOL STAFF ONLINE DASHBOARD

Reference Quote Number: QT736335

CONTRACT START DATE AND END DATE: 7/1/2026 - 6/30/2027

SITE CONTACT: Lara Aguilar, Administrative Secretary II (951)352-1200 Ext. 83045
lcaguilar@riversideunified.org

All products purchased under this agreement are available via electronic download only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from this agreement. To support the California Sales and Use Tax Exempt Status of electronically downloaded software allowed under California Regulation 1502(f)(1)(D), all purchase orders must reflect that distribution is solely via electronic download and that no tangible media or documentation will be shipped or received by the Riverside Unified School District.

All correspondence, including invoices, must include the purchase order number. If you would like to speak to an Accounts Payable Clerk, please call (951) 352-6729. Invoices can be emailed to accountspayable@riversideunified.org

THE DISTRICT RESERVES THE RIGHT TO WITHHOLD PAYMENT IF ANY OF THE TERMS OF THIS AGREEMENT ARE NOT UPHELD, INCLUDING THE FEDERAL AND STATE RUSSIAN CONTRACTING ORDERS. FOR ADDITIONAL DETAILS PLEASE REFERENCE ATTACHMENT A – PURCHASE ORDER TERMS AND CONDITIONS AND ATTACHMENT B – FEDERAL AND STATE RUSSIAN CONTRACTING ORDERS, BOTH OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN TO THIS PURCHASE ORDER.

Line	Qty	U/M	Item Code (Description below)	Funding	Unit Cost	Total
1	1.00	EACH	**AGREEMENT**		3,751.00000	$3,751.00
Civic Bell Residency Verification System				[redacted]	100%	

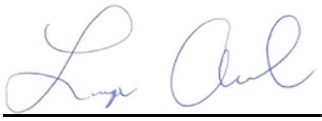
RIVERSIDE UNIFIED SCHOOL DISTRICT
P.O. BOX 2800 RIVERSIDE, CA 92516-2800

Purchase Order

PO # P-1086310
Fiscal Year 2027
Date 07-06-2026

CIVICBELL LLC

Total Line Items:	$3,751.00
Discount:	$0.00
Sub-Total:	$3,751.00
Tax:	$0.00
Freight:	$0.00
Order Total:	**$3,751.00**



Authorized Signature

PURCHASE ORDER TERMS AND CONDITIONS
Attachment A

1. APPLICABLE LAW: Any contract resulting from this PO will be governed by the laws of the State of California, County of Riverside.
2. DELAY IN SHIPMENT: If there is any delay in filling this PO, the District's Purchasing Department must be immediately notified and a new delivery date specified. Cancellations or back orders must be brought to the immediate attention of the District's Purchasing Department.
3. COMPLETION OF ORDERS: The District reserves the right to withhold payment until this PO is completed.
4. CHANGES: No changes or modification of any kind whatsoever may be made to this PO without the express authorization of the Purchasing Division. The terms and conditions contained in this PO constitutes the entire agreement between the vendor and the District related to the services herein, and supersedes all prior negotiations, understandings or agreements, either written or oral. This Agreement may only be modified by a written agreement signed by all the Parties.
5. SHIPPING CHARGES: All shipments are to be F.O.B. Destination. No delivery fee or any other fees will be paid by the District unless expressly included and itemized in this PO.
6. TAXES: When applicable, California State Tax or Use Tax will be considered in addition to the total. Federal Excise Tax must never be included in the invoice. The District is not a federally tax exempt entity.
7. DISCOUNTS: Vendor must show any cash discount on their invoice. In connection with any discount offered, time will be computed from the date of delivery of supplies or equipment as specified in the PO, or from the date correct invoices are received in the office as specified by the District if the latter date is later than the date of delivery. For purposes of earning a discount, payment is deemed made on the date payment is mailed by or on behalf of the District.
8. INVOICES: Invoices shall be prepared and submitted in duplicate, unless otherwise specified in writing, and shall indicate the District's PO number, description of items, sizes, quantities, unit prices, extended totals, place, and date of delivery. Each PO must be invoiced separately, and all invoices shall be properly itemized. Invoices (or other billing documents) not on printed bill heads must be signed by the vendor or person furnishing the supplies or service. All invoices must be emailed to AccountsPayable@riversideunified.org in order to be considered timely submitted.
9. UNAUTHORIZED / INVALID PURCHASE ORDERS: The District will not be responsible for any goods delivered without a PO. PO's are valid only when signed by the Director of Purchasing, Director of Business Services, or other designated District personnel.
10. VENDOR DEFAULT: In the event that the vendor fails to supply the goods or services of suitable quality, quantity, or within the time stated on this PO, the District may exercise its right to recover the cost of cover. At its option, District may cancel the order and/or return the merchandise at vendor's expense, and/or purchase like or similar suitable goods or services on the open market with the original vendor responsible to the District for any additional costs and/or expenses incurred by the District.
11. CONFLICT IN TERMS: The terms and conditions of sales as stated in this PO shall govern in the event of any conflict concerning the terms of vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in vendor's acknowledgement.
12. COMPLIANCE WITH REGULATIONS: Vendor represents and warrants that CAL OSHA standards were adhered to and that no State of Regulations or Municipals Ordinances have been or will be violated in the design, manufacture, sale, and delivery of any article or services sold and delivered hereunder. If such violation(s) has or does occur, Vendor will indemnify and hold the District harmless to the fullest extent permitted by law.
13. PUBLICITY: Vendor agrees not to release any advertising mentioning purchaser or quoting the opinion of any of purchaser's employees without the express written consent of the District.
14. EQUAL OPPORTUNITY: Vendor shall comply with all equal employment opportunity provisions of the federal, state and local non-discrimination laws, orders, regulations, and guidelines as may be applicable to that vendor.
15. HOLD HARMLESS: To the fullest extent permitted by law, vendor agrees to indemnify, defend, and hold the District entirely harmless from all liability arising out of any workers' compensation claims, intellectual property violations, damages related to death, bodily injury, or loss of property, except for liability resulting from the District's negligence or willful misconduct.
16. INSURANCE: Where applicable and available, Vendor shall maintain adequate insurance policy limits, as determined by the District, by carrying Workers' Compensation and Employer Liability Insurance (in accordance with California law), General and Auto Liability Insurance ($1million single occurrence/$2million aggregate), Professional Liability Insurance ($1million per occurrence), and/or Umbrella/Excess Liability Insurance. Each applicable policy of insurance shall name "Riverside Unified School District and its elected officers, agents, employees, and volunteers" as Additional Insureds, shall be construed as primary non-contributory, provide waivers of subrogation, and give 30 days notice for cancellation. On the applicable policies, Vendor must produce all the endorsement pages related to the additional insured, primary non-contributory, waivers of subrogation, and 30 day notice of cancelation. Any umbrella/excess liability insurance will be subject to the same requirements as the commercial general and commercial auto policies. The coverages and limits required shall not in any way limit the liability of either Party.
17. LICENSES, PERMITS & PREVAILING WAGES: The vendor certifies through acceptance of this PO that it has obtained all necessary licenses and permits required hereunder, and will pay prevailing wages on this if the services requested on the front of this PO is for a Public Works Project.
18. TERMINATION: This Agreement may be terminated by the District without cause upon fourteen (14) days written notice to the vendor, or immediately if the project that is the subject of this Agreement is abandoned or indefinitely postponed. The District may terminate this Agreement immediately and without notice if, strictly in their estimation, there is a substantial failure of performance.
19. SURVIVAL: All relevant Articles related to rights and obligation pursuant to this Agreement which, by their nature should survive, or which this Agreement expressly states will survive, including, but not limited to, any and all payment obligations invoiced prior to termination or expiration hereof, will remain in full force and effect after termination or expiration hereof.

BOARD OF EDUCATION

Dr. Noemi Hernandez Alexander, ***President*** | Dr. Jesse Tweed, ***Vice President***

Ms. Amanda Vickers, ***Clerk*** | Mr. Brent Lee, ***Member***

Mr. Dale Kinnear, ***Member*** | Dr. Sonia Llamas, ***Superintendent***

To all Vendors:

This letter constitutes notice to District vendors and contractors ("Firm(s)") of the need to comply with economic sanctions imposed by the federal government and the State of California in response to Russia's actions in Ukraine ("Notice").

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-onblocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-tocontinued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "State Order:).

Your Firm, as a vendor with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financialsanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Under the Federal Order and the State Order, failure to comply may result in the termination of your Firm's contract with the District.

If your Firm's contract with the District has a cumulative value of $5 million or more, please provide a written response to the undersigned within thirty (30) days of the date of this Notice indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

The District thanks you for your attention to this important matter. Please notify the undersigned if you have any questions, although the District will not provide advice on how to ensure compliance with either the Federal or State Orders.

Sincerely,

Chenchira Jane Jumnongsilp
Director of Purchasing

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Alternative to a user name and password, Company can also provide an option for Customer to access the Services via a dedicated URL and IP address.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practices and as set forth in the Order Form.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and

data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM, AUTORENEWAL AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 Prior to the commencement of each Renewal Term, the Customer shall have the right to review the service provided by the Company to ensure continued alignment with the Customer's needs and objectives. Any material changes or new features proposed by the Company for the upcoming Term must be approved in writing by the Customer's designated representative.

5.3 The Company reserves the right to adjust the price for the subsequent renewal Term. Company shall provide written notice of any proposed price increase at least 60 days before the expiration of the then-current Term. The Customer shall have the right to reject the price increase and opt for early termination as set forth in Section 5.4.

5.4 Either party may also terminate this Agreement upon sixty (60) days' notice to the other party at any time for any or no reason. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE

FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions or principles.

CivicBell

QUOTE

QT736335
Issued June 9, 2026

ISSUED BY

CivicBell LLC
350 Townsend St, Suite 404
San Francisco, CA 94107

ISSUED TO

Riverside Unified
3380 14th St
Riverside, CA, 92501

DESCRIPTION	AMOUNT
Residency Verification System (3,410 verifications) (LEGACY CUSTOMER QUOTE)	$3,751.00
Total	**$3,751.00**

This is not an invoice. An invoice will be issued once a Purchase Order has been received.

Questions? Reach out to your CivicBell representative via anthony@civicbell.com