



10/14/2020

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Yonkers City School District 1 Larkin Center Yonkers, New York, 10701 United States Contact: Edwin Quezada Title: Superintendent Phone: (914)376-8100 Email: equezada@yonkerspublicschools.org	Pricing Expiration: 11/02/2020 Quote Currency: USD Account Manager: Joel Titmas  Startup Cost Billing Terms: One-Time, Invoiced after signing Subscription Billing Frequency: Annual Sale Type: New Initial Term: 11/02/2020 - 6/30/2024

Pricing Overview	Amount
One-Time Fees	\$20,000.00
Annual Recurring Fees	\$52,009.08
(Initial Term Prorated Fees)	\$34,340.24

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$10,000.00	\$10,000.00
EHR & School Nursing Management Virtual End User Training	1	\$5,000.00	\$5,000.00
Mental & Behavioral Health Management Virtual End User Training	1	\$5,000.00	\$5,000.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Health Management Solution Prorated Term)	11/02/2020	6/30/2021	\$34,340.24
* Health Management Solution	7/01/2021	6/30/2022	\$52,009.08
Health Management Solution	7/01/2022	6/30/2023	\$54,609.53
Health Management Solution	7/01/2023	6/30/2024	\$57,340.00



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### Additional Order Form Information

#### Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

#### PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to [billing@frontlineed.com](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment

#### Professional Services Information

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order  
The Professional Services expire thereafter with no credit or refund due to Customer



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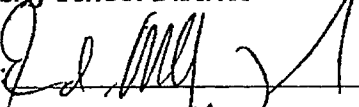
Invoicing Schedule	Due Date	Amount
<b>Invoice: One Time</b>	<b>Upon Signing</b>	<b>\$20,000.00 + applicable sales tax</b>
Frontline Implementation		\$10,000.00
EHR & School Nursing Management Virtual End User Training		\$5,000.00
Mental & Behavioral Health Management Virtual End User Training		\$5,000.00
<b>Invoice: Prorated</b>	<b>12/02/2020</b>	<b>\$34,340.24 + applicable sales tax</b>
Health Management Solution		\$34,340.24
<b>Invoice: Annual</b>		<b>\$52,009.08 + applicable sales tax</b>
Health Management Solution		\$52,009.08
Health Management Solution		\$54,609.53
Health Management Solution		\$57,340.00



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**MASTER SERVICES AGREEMENT**

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

<p><b>Frontline Technologies Group LLC dba Frontline Education</b></p> <p>Signature: <u></u></p> <p>Name: <u>Gregory A. Doran</u></p> <p>Title: <u>CFO</u></p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p>	<p><b>Yonkers City School District</b></p> <p>Signature: <u></u></p> <p>Name: <u>Dr. Edwin M. Overada</u></p> <p>Title: <u>Superintendent</u></p> <p>Address: <u>1 Larkin Center</u> <u>Yonkers, New York 10701</u></p> <p>Email: _____</p>
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**Attached:** Terms and Conditions  
Exhibit A

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## ORDER FORM TERMS AND CONDITIONS

1. The initial term of this Order Form shall (a) begin on the Subscription Start Date (as defined in Section 2 below) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services.
2. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline upon execution of this Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form.
3. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer.
4. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

To the extent Proactive Recruiting is included in this Order Form, the following terms and conditions shall apply

1. Proactive Recruiting, accessed at the URL [www.teachers-teachers.com](http://www.teachers-teachers.com) or any successor (referred to as "Proactive Recruiting") is a web-based service where employers (such as, but not limited to, schools or school districts) can advertise to and communicate with a database of individuals and prospective employees (such as, but not limited to, prospective teachers or administrators) ("Prospective Employees"). The terms and conditions set forth below govern the Customer's and its representatives' use of the Proactive Recruiting website and services and are legally binding on the Customer.
2. Information pertaining to Prospective Employees and other individuals found through Proactive Recruiting is confidential and will not be shared with anyone by Customer outside of the Customer. The Customer will not distribute, disclose or transfer such information to third parties unless compelled to by law.
3. Notwithstanding anything to the contrary in these terms and/or any other agreements between the parties, as between the parties, Frontline owns all right, title and interest in and to any and all individual Prospective Employee (and or any other individuals) profile data and resume data, whether or not created or updated via the Proactive Recruiting services, including, without limitation, via Teachers- Teachers.com and/or K12jobspot.com.
4. The Customer will not provide services in competition with or substantially similar to the services provided by

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Frontline.

5. The Customer understands that Frontline does not screen or verify any information provided by the individuals listed on its website. Therefore, the Customer is responsible for conducting its own search into the background, qualifications and credentials of any Prospective Employee it chooses to hire. The Customer will use the Teachers-Teachers service in compliance with all applicable laws.
6. The Customer is prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of Teachers-Teachers.com. The Customer acknowledges that it may not:
  - a. Provide false or misleading information on Teachers-Teachers.com or to Frontline
  - b. Use Teachers-Teachers.com to violate any applicable law or regulation, or violate the privacy or publicity rights of any other person.
  - c. Post any information that is abusive, defamatory, discriminatory, hateful, obscene, vulgar, sexually-orientated, threatening, or otherwise objectionable.
  - d. Harass, stalk, or otherwise subject any user of Teachers-Teachers.com and/or its services to unwanted and/or inappropriate contact.
  - e. Post any position or business opportunity which requires payment from the applicant/Prospective Employee or requires recruitment of other individuals, sub-distributors or sub-agents such as a multi-level marketing scheme, pyramid scheme, franchise or distributorship arrangement.
  - f. Use Teachers-Teachers.com and/or its services and/or its materials for any purpose other than to identify Prospective Employees for employment opportunities.
  - g. Make any changes, additions and/or deletions to any submissions posted by any user without the express written authorization of such other user.
  - h. Intentionally expose Teachers-Teachers.com and/or its services to any computer virus or any other program or code intended to disrupt or disable to operations of the website or its services.
  - i. Use any robot, spider or other program or device to retrieve or index any portion of the Teachers-Teachers.com website.
  - j. Harvest or otherwise collect information about users for any purpose other than use of Teachers-Teachers.com and/or its services as expressly permitted herein.
7. The foregoing list of prohibitions is illustrative and is not intended to be complete or exclusive. Frontline reserves the right to terminate our relationship with the Customer under these terms and prohibit the Customer's access to Teachers-Teachers.com and/or its services or to edit, remove or close any posting by the Customer for any reason.