

Agreement for Products and Services

The terms contained herein ("Agreement") constitute a binding agreement by and between Emics, Inc., d/b/a Informed K12, Inc. ("Informed K12"), and Redwood City School District ("Customer" or "District") signing up via this Agreement or any subsequent order form, purchase order or other similar document mutually agreed by the parties (collectively, each, an "Order Form"), and is effective as of 07/01/2026 (the "Effective Date").

1. Applicability Of This Master Agreement. This Agreement governs: (a) your rights to access and use software made available under a software-as-a-service ("SaaS") delivery model for a term ("Services"); (b) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive ("Support"); and (c) any professional consulting services ("Consulting Services").

1.1. Order of Precedence. In the event of any conflict, the following order of precedence shall apply: (1) Schedule of Modifications in Schedule A (if applicable); (2) any Order Form or Statement of Work; (3) the standard terms of this Master Service Agreement; (4) the Terms of Use.

2. Services.

2.1. Service License Grant. Subject to the terms and conditions of this Agreement, Informed K12 hereby grants to District a limited, nonexclusive, non-transferable license to access and use the Service during the Term, solely by the number of forms as set forth on the applicable Order Form, solely for internal and non-commercial purposes, and in accordance with the platform [Terms of Use](#). In the event of a conflict between the Terms of Use and this Agreement, the Agreement shall control. With respect to SaaS Services, District will receive, or Informed K12 will make available for District to receive, all applicable updates, application packs, and releases that Informed K12 makes generally available during the Term. Informed K12 reserves the right to discontinue any Service during the Term for any reason, but in such event Informed K12 will notify District and, as District's sole and exclusive remedy, Informed K12 shall provide a pro rata refund for any unused portion of the Services, as applicable.

2.2. Services & Support. As mutually agreed by the parties on any Order Form or in a subsequent or concurrent written and executed Statement of Work ("SOW") to be attached hereto and made a part hereof, Informed K12 will also provide certain consulting services, support, or other similar professional services ("Consulting Services") in addition to the subscription Service. All Consulting Services will be paid in accordance with the applicable SOW. Overages may be charged for additional District usage beyond the applicable limitations.

3. Data and Security.

3.1. Customer Data. Informed K12 acknowledges and agrees that District shall own all title to and ownership of the Customer Data. As used herein, "Customer Data" shall mean any proprietary raw data owned by District independent of this Agreement, which District may input into the Service or that Informed K12 may input into the Service on behalf of the District. Customer Data expressly excludes any aggregated and anonymized data to the extent processed by, or resulting as an output of, the Service, which shall be considered Informed K12 Data. District hereby grants to Informed K12 a limited, non-exclusive license, during the Term, to use the Customer Data within the Service in order to perform its obligations herein.

3.2. Protection Of Personal Information and Data Security. Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including but not limited to in the United States, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, the Children's Online Privacy Protection Act, and state laws such as the California Consumer Privacy Act and California Privacy Rights Act , as applicable. Informed K12 will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect District Data, including Personal Information, as described in the Informed K12 [Privacy Policy](#).

4. Payment Terms. Unless specified otherwise in an additional Order Form or SOW, District shall pay to Informed K12 within 30 days from the Effective Date and in US dollars, the applicable subscription and other fees in the amounts and timing as specified in any Order Form or SOW, or both (the "Fees"). Informed K12 reserves the right to increase the Fees at the end of the Initial Term or during any Renewal Term, by up to a maximum of 5% annually, by delivering written notice to District.

5. Term; Termination. The term length shall be through 06/30/2029 (the "Initial Term"). After such initial term, this Agreement shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. Either party may terminate this Agreement upon 30 days prior written notice if the other party has materially breached this Agreement and has not cured the same within the 30-day notice period. Upon any termination of this Agreement, (a) District shall promptly: (i) discontinue all use of the Service; (ii) download and store any necessary data retained on the Service; and (iii) certify in writing to Informed K12 that District has complied with these requirements; (b) Informed K12 shall disengage District's access to the Service, and (c) both parties shall within an agreed upon timeframe, or if no such timeframe exists, within 30 days, return to the other or destroy the other party's Confidential Information.

6. General Warranties.

6.1. By Informed K12. Informed K12 warrants to District that, during the Term, the Service shall operate in substantial conformity with the Documentation, and that the Consulting Services, if any, will be performed in a professional and workmanlike manner. The foregoing warranty shall not apply if the non-conformance is not replicable or results from third party systems or components used by District to access the Service, including any lack of interoperability with such third-party systems or components. Informed K12's sole liability and District's sole and exclusive remedy for any breach of the limited warranty set forth above shall be, in Informed K12's sole discretion, to (i) use commercially reasonable efforts to provide an error-correction or work-around for the reported nonconformity, or (ii) terminate this Agreement and refund to District that portion of any prepaid Fee associated with any unused balance of the Term. Informed K12 shall have no obligation with respect to a warranty claim unless notified of such claim promptly and within the Term. Without limiting the generality of the foregoing, Informed K12 is not responsible for end user error, errors in inputs or for errors in any Customer Data; Informed K12 does not independently verify the truthfulness or accuracy of any data or content input into the Service and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond Informed K12's reasonable control.

6.2. By District. District warrants that: (a) District owns or has sufficient rights in and to the Customer Data and District's Authorized Users to use, and permit use of, the Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) District will comply with all Laws related to District's use of the Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the District. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form.

7. Mutual Indemnification. District and Informed K12 (each, an "Indemnifying Party" when indemnifying the other) agree to mutual indemnification. To the extent permitted by law, both parties shall indemnify and hold each other harmless from any costs, expenses, claims, liabilities, judgments, damages or losses arising out of: (i) any breach by the Indemnifying Party of this Agreement, including any representation, warranty, or obligation herein; (ii) any content, data, or other materials input into the Service, or otherwise provided, by or on behalf of the Indemnifying Party; (iii) any actual or alleged non-compliance by the Indemnifying Party with applicable laws and regulations; or (iv) the Indemnifying Party's actual or alleged violation of third-party privacy rights.

Each party's aggregate liability under this Section shall not exceed the greater of (a) the total fees paid or payable by District in the twelve (12) months preceding the claim, or (b) the limits of the Indemnifying Party's applicable insurance coverage for the underlying claim, including any data breach or cyber liability coverage.

8. Confidential Information. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, users, suppliers, technology, competition and employees ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties or used other than for purposes expressly authorized hereunder. Without limiting the foregoing, but for avoidance of doubt, the terms of this Agreement, and any performance, warranty and like information relating to the Service (by whomsoever generated or communicated) will be considered Confidential Information of Informed K12. Accordingly, each party agrees (a) to maintain all Confidential Information received from the other, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, and (c) not to use the Confidential Information of the other party except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential Information of a disclosing party that, as can be reasonably demonstrated with admissible evidence by the receiving party: (i) is or becomes a matter of public knowledge though no action or omission of the receiving party; (ii) was rightfully in the receiving party's possession without restrictions on use or disclosure prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to the disclosing party; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is required to be disclosed by a government authority, court or other authorized tribunal, and then only to the extent of such requirement and only after prompt notice of the requirement is given to the disclosing party.

9. General.

9.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by email, hand, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent to the respective addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.

9.2. Assignment. District may not assign this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of Informed K12. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Services shall at all times be hosted by or on behalf of Informed K12 on a server environment of its' choosing. Informed K12 reserves the right to change the server environment from time to time as it may deem fit, or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement.

9.3. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.

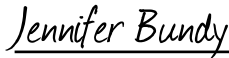
9.4. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Service), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action. The delayed party shall: (i) give the other party written notice of such cause promptly; and (ii) use its reasonable efforts to correct such failure or delay.

9.5. Entire Agreement; Construction. This Agreement and its Exhibits and Schedules, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings, or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms and with respect to information disclosed under that agreement), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

9.6. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws provisions. The federal and state courts sitting in California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and each party hereto expressly consents to the personal jurisdiction of such courts and waives any objection to venue, including the objection of forum non conveniens. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

9.7. Modifications to Terms. Other than the modifications incorporated through Schedule A, any modification or amendment to this Agreement must be in writing and signed by each party's authorized representatives. No terms in any purchase order or other document delivered by District shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by Informed K12.

IN WITNESS WHEREOF, this Agreement has been executed below by the parties' duly authorized representatives effective as of the Effective Date first set forth above.

Informed K12 Signature	
Signature	 Jennifer Bundy [07/17/2026 3:54pm PDT]
Print Name	Jennifer Bundy
Print Title	VP Finance & Operations
Date	07/17/2026
Notice Contact	Jennifer Bundy
Notice Address	555 12 th Street, Suite 1670 Oakland, CA 94607
Notice Email	accounting@informedk12.com

District Signature		Redwood City School District
Signature		
Print Name	Dr. Christian J. Rubalcaba	Rick Edson RE
Print Title	Superintendent	Chief Business Official
Date		

Notice Contact	Olivia Acosta
Notice Address	750 Bradford Street, Redwood City, CA 94063
Notice Email	650-423-2232

District Invoice Contact

Please provide the contact information for your Accounts Payable department who will process invoices.

Invoice Contact Name	Ana Marie Rafael
Email	AccountsPayable@rcsdk8.net

Appendix A: Order Form

Our Mission

At Informed K12, we transform district-level operations by connecting complex forms and workflows across departments. Our platform automates routine processes, provides real-time visibility into administrative tasks, and delivers hands-on support — enabling districts to operate efficiently and focus resources on their educational impact.

Expected Outcomes

Data-Driven Leadership

- Unify siloed information into comprehensive operational intelligence
- Enable evidence-based decision making through real-time insights across all departments
- Provide Cabinet-level visibility into district performance, efficiency, and strategic initiatives

Enhanced Service Delivery

- Create seamless experiences for students, families, and staff by closing service gaps
- Accelerate critical processes from hiring to procurement, improving district responsiveness
- Build community trust and board confidence through transparent operations

Strategic Resource Allocation

- Streamline fragmented approval processes into coordinated, district-wide workflows
- Optimize budget efficiency while ensuring equitable resource distribution across schools
- Maximize available funding through streamlined grant management and compliance tracking

Operational Excellence & Accountability

- Eliminate manual bottlenecks through automated, cross-departmental collaboration
- Strengthen oversight and compliance across all district operations
- Reduce administrative burden by 85%, freeing leadership to focus on educational priorities

Participating District Project Team

Executive Sponsor

- Receives status reports on baseline success metrics
- Signs off on major priority and launch decisions
- Provides visibility to district's key business, financial, and operational initiatives to ensure Informed K12 stays aligned to cabinet's priorities

Project Manager

- Schedules meetings and manages announcements
- Makes workflow design and rollout decisions

Form owners are responsible for setup decisions and manage their department's workflows on a day to day basis.

Primary District Contacts for this Agreement

x

District to provide based on [role descriptions](#).

Forms Admin Name	
Forms Admin Email	
People Admin Name	
People Admin Email	
Initial Form Creator Name	
Initial Form Creator Email	

Software Package

All software packages include:

- Unlimited Signatures interactive form fields, pre-filled data fields, conditional questions, and reusable templates to automatically collect, route, and track responses and approvals
- No additional cost for API Access (does not include API platform setup)
- Unlimited District Staff User Accounts
- Admin Support
- End User Support
- Help Center Access
- Continuous upgrades and extensive browser and device support

License Name	Unlimited Internal License
License Term Start Date	07/01/2026
License Term End Date	06/30/2029
License Renewal Date	06/30/2029
Cost	\$ 148,380.00

Implementation Package

Implementation Type	Not Included
District Processes to Implement	Up to 0
Start Month	
End Month	
Cost	\$ 0.00

Total Cost Due

\$ 148,380.00
Pricing Expires 07/31/2026

Invoice #1: \$49,460.00 will be invoiced by July 1, 2026 and due within 30 days of invoice date.

Invoice #2: \$49,460.00 will be invoiced by July 1, 2027 and due within 30 days of invoice date.

Invoice #3: \$49,460.00 will be invoiced by July 1, 2028 and due within 30 days of invoice date.

The annual costs stated above are fixed for this three-year term. Any agreement renewal beyond July 1, 2029 will be subject to Informed K12's standard pricing in effect at that time.

Reviewed Date: 07/15/2026

Implementation Terms

Informed K12 will provide 1-1 training and consultation during the implementation timeframe, including customized set up of District-identified forms. District is responsible for providing contacts to serve as platform administrators and form creators and materials they would like to put on the platform within a timely manner. In the event that District encounters delays in fulfilling requisite steps to completing the project, the implementation timeline will remain unaltered. Informed K12 will not be able to accommodate extended implementations due to rescheduling or other delays on the district side (ex: providing contact information, required documents, or training dates). At any time during implementation, District may also utilize the Informed K12 Support team for additional needs.

District may purchase additional implementation packages at any time during the service agreement term. Additional implementation package fees will be priced at Informed K12's then-current standard rates, which may differ from the original implementation package pricing.

In the event of a delay to implementation due to Informed K12 processes, District is responsible for escalating concerns about the delay to contracts@informedk12.com.

Taxes Not Included

The costs shown on this Order Form do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing. **If your District is tax-exempt in states that charge sales tax for software, please submit a tax-exempt letter.**

Payment is due within 30 days of the execution of this Order form. For any billing questions, please email accounting@informedk12.com.

Signature

I agree to the terms as described above, including the package description and the total cost and payment terms, and authorize the Informed K12 to initiate the Software and Services package per this Order form.

Authorized Signature	
Date Signed	
Printed Name	

Appendix B: Scope of Work

*This Draft SOW represents forms currently identified by the Customer as priority forms to implement.
This SOW may change during or after project kickoff.*

Customer Project Lead	
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Process Name	Department	Form Owner Name & Email

Schedule A: Schedule of Modifications

Schedule of Modifications. The following modifications to the Master Service Agreement terms are agreed upon by the parties (check one):

- ☐ No modifications - All standard Master Service Agreement terms apply without modification.
- ☒ The following terms are hereby modified:

District agrees to an early termination fee. If District terminates this Agreement prior to July 1, 2029, District shall pay an early termination fee equal to fifty percent (50%) of the remaining fees that would have been due through July 1, 2029.