ED TECH JPA MASTER AGREEMENT: RFP No. 18/19-04 Electronic Document Routing Solution

This Master Agreement ("MA"), is made as of May 30, 2019 ("Effective Date"), by and between the Education Technology Joint Powers Authority ("ED TECH JPA") and Informed K12 ("VENDOR").

BACKGROUND

- A. Education Technology JPA is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.
- B. ED TECH JPA establishes its contracts for products and services through the following process:
- 1. On March 22, 2019, ED TECH JPA issued a Request for Proposal for Electronic Document Routing Solutions (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
- 2. ED TECH JPA published the RFP on its Website and in a local periodical:
- 3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
- 4. ED TECH JPA selected VENDOR for an award under the RFP for Electronic Document Routing Solutions (the "Products"). The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

ED TECH JPA awards this MA to VENDOR under the RFP with respect to the products or services ("Products") at the prices listed in Exhibit A. VENDOR accepts the award and confirms VENDOR's acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. This MA includes the services and pricing offered in VENDOR's RFP response, as identified in Appendix C, Pricing Form. Prices will remain valid for all Participating Associate Members of ED TECH JPA through the expiration of the MA.

2. TERM

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of three (3) years. The MA may be extended for up to two additional one (1) year terms beyond the original term, for a total of up to five (5) years. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in some cases, Products may be delivered over multiple years after the Term. The expiration or termination of this MA shall not affect VENDOR's obligation to deliver Products as ordered by Participants during the Term.

3. PARTICIPANTS

The pricing, terms, and conditions of this MA will be made available to ED TECH JPA Founding Members, Associate Members and to other "Eligible Entities" who elect to become Associate

Members of the ED TECH JPA. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as ED TECH JPA. A "Participant" or "Participating Associate Member" is an Eligible Entity who chooses to purchase items through this MA, including Associate Members and Founding Members.

VENDOR acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of VENDOR and Products for Participant's needs, (b) entering into one or more Purchase Agreements with VENDOR to document the quantities, total costs, and delivery terms for Products, (c) and coordinating implementation of Products with VENDOR. VENDOR is not under any contractual obligation to provide Products to Participants until such time as both a MA and a Purchase Agreement have been fully executed. The RFP was conducted for the limited purposes specified in the RFP. ED TECH JPA does not provide assurance or warranty to VENDOR with respect to other issues, including Participant's payments to VENDOR. ED TECH JPA will not assist in implementation or represent VENDOR in the resolution of disputes with Participants.

4. PURCHASE AGREEMENTS

Participating Associate Members may browse products in the JPA website. Prior to executing the Purchase Agreement ("PA"), Associate Members will work with a VENDOR representative to determine the VENDOR implementation timeline and implementation plan ("Implementation Plan") as further described in Section 2.2 of the RFP. To confirm Participant's request to buy Products using the RFP, Participant and VENDOR must complete and execute a Purchase Agreement ("PA") for the specific Products and provide that PA to ED TECH JPA. The PA is included herein in this Appendix A for reference.

The PA will contain a general description of the Products ordered, contact information for VENDOR and Participant related to purchase and sale of the Products, and an acknowledgement that the purchase is subject to the terms of the RFP and this MA. Participant and VENDOR may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

A completed PA must be presented to ED TECH JPA no later than sixty (60) days after Participant and VENDOR reach agreement on the Implementation Plan. ED TECH JPA will accept timely submitted and properly completed PAs, and thereafter, VENDOR will work directly with a Participating Associate Member to fulfil the order according to the parties' agreed-upon Implementation Plan. ED TECH JPA is not responsible to verify payment to vendor.

5. PROGRAM PROMOTION

It is in the interest of both parties that VENDOR will promote and support ED TECH JPA Master Agreements using methods that best suit the VENDOR's business model, organization, and market approach. ED TECH JPA specifically desires VENDOR to generate interest in the MA, and direct its existing clients who are Eligible Entities to use its MA as VENDOR's preferred form of contracting with Eligible Entities.

VENDOR may be asked to participate with ED TECH JPA staff in related trade shows, conferences, and online presentation to promote the MA. ED TECH JPA will promote MAs through the creation of marketing materials, as well as active outreach to its constituents.

ED TECH JPA expects VENDOR's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term. VENDOR agrees that all sales will be accurately and timely reported to ED TECH JPA. VENDOR shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the MA.

ED TECH JPA may schedule periodic reviews with VENDOR to evaluate VENDOR's performance of the commitments outlined in this MA, as well as leads, current projects and projected sales.

6. INVOICING FOR SERVICES

VENDOR shall invoice each Participant for Products and Participant shall disburse payment to VENDOR upon receipt of the Board approved, executed Purchase Agreement between Participating Associate Member and VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

7. EQUIPMENT ADDITIONS/DELETIONS

VENDOR may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

- A. Deleted Equipment has been discontinued and is no longer available from the manufacturer;
- B. Added Equipment is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- C. VENDOR has obtained prior written Board approval from Ed Tech JPA;
- D. VENDOR receives an executed Amendment to the Master Agreement;
- E. VENDOR has obtained prior written Board approval from Participating Associate Members; and
- VENDOR receives an executed Amendment to the Purchase Agreement.

8. MINIMUM PRICE GUARANTEE

VENDOR agrees not to sell directly, or through a reseller, to ED TECH JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the ED TECH JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as ED TECH JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement.

9. EXPENSES.

ED TECH JPA shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in providing Products and Services for ED TECH JPA or Associate Members.

10. COMPLIANCE WITH APPLICABLE LAW

The Products completed herein must meet the approval of the ED TECH JPA and shall be subject to the ED TECH JPA's general right of inspection to secure the satisfactory completion thereof. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

11. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached to the RFP as Appendix E.

12. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

13. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this MA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this MA.

14. TRANSACTION REPORTING

VENDOR will comply with all reasonable requests by ED TECH JPA for information regarding VENDOR's transactions with Participants, including transmittal of transaction data in electronic format. VENDOR will report to ED TECH JPA all Services ordered by Participants, in reasonable detail, not later than sixty (60) days after order. VENDOR acknowledges that ED TECH JPA will track the use of this MA through databases managed by ED TECH JPA.

15. ADMINISTRATIVE FEE

A. VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. The Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA's operating costs increase, the Administrative Fee is subject to an increase to offset such increased costs. Any increase shall automatically take effect upon 30 day notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit A in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

B. Administrative Fees shall be payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

C. VENDOR must submit a check, payable to Education Technology Joint Powers Authority remitted to: Ed Tech JPA % Clovis Unified School District Business Services Department 1450 Herndon Ave Clovis, CA 93611

- D. The administrative fee shall not be included as an adjustment to VENDOR's Ed Tech JPA Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the Participating Associate Member.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.
- G. Any payments that a VENDOR makes or causes to be made to Ed Tech JPA after the due date as indicated on the Quarterly Report Schedule shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.
- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Master Agreement shall be as follows:

NAME: Informed K12 ATTN: Jennifer Bundy

ADDRESS: 230 California Street, Suite 601, San Francisco, CA 94111

EMAIL: jen@informedk12.com

PHONE:

B. The primary Ed Tech JPA contract manager for this Master Agreement shall be as follows:

Education Technology JPA Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

MichelleBennett@iusd.org

C. 949-936-5022Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

17. INDEMNIFICATION

To the extent permitted under applicable law, VENDOR will defend, indemnify and hold harmless ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR or in any direct communication between VENDOR and any ED TECH JPA Member.

ED TECH JPA. To the extent permitted under applicable law, ED TECH JPA will defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other

expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of ED TECH JPA or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by ED TECH JPA.

18. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

19. SEVERABILITY

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

20. DEFAULTS

In the event that VENDOR defaults in its obligations under this MA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this MA.

21. GOVERNING LAW AND VENUE

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein..

22. NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

23. ASSIGNMENT

The obligations of the VENDOR pursuant to this MA shall not be assigned by the VENDOR without prior written consent of Ed Tech JPA.

24. COUNTERPARTS

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

25. AUTHORIZED SIGNATURE

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

26. SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

27. EXHIBITS

This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.

By: Brianne Ford President of the Board

9/19

Date

Informed K12

BySarah Chou

Its: CEO

6/6/2019

Date

Exhibit A ED TECH JPA Pricing



One-Time Costs: Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP.

One-Time Costs			
Item	Description	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost
Implementation	Including but not limited to: Data Integration, Transition from Existing Systems (Canvas), ProjectManagement, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)	\$3,500 (<3k student district)	\$3,500 (<3k student district)
Training	Including but not limited to: Training Services(Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)	Included	Included
Other	Please Describe:		
Total One-Time Costs:		\$3,500 (<3k student district)	\$3,500 (<3k student district)



Annual Recurring Costs: Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts. If pricing is different based on quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2, along with specifications to qualify for each Tier. If inadequate specifications are made Participating Associate Members may select which Tier they belong in, to the best of their knowledge.



Tier 1 Annual Recurring Costs			
Specify number of licences and any additional requirements to qualify for Tier 1 Pricing:		District size of 3k s 10 process package forms	
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution	Including but not limited to: Software, Licensing, training materials and release notes.	Unlimited user licenses, 10 internal processes	Year 1: \$9,000 Year 2: \$9,000 Year 3: \$9,000 Year 4: \$9,000 Year 5: \$9,000 TOTAL: \$45,000
Maintenance and Support		Included	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Upgrade & Update Costs	Including but not limited to: Updated training materials and release notes.	Included	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Other	Please Describe:		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$9,000 Year 2: \$9,000 Year 3: \$9,000 Year 4: \$9,000 Year 5: \$9,000



TOTAL: \$45,000

	Tier 2 Annual Recu	rring Costs	
	of licences and any additional qualify for Tier 2 Pricing:	District size of 3k str unlimited processes internal district offic	package for
ltem	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution	Including but not limited to: Software, Licensing, training materials and release notes.	Unlimited user licenses, unlimited internal processes	Year 1: \$17,000 Year 2: \$17,000 Year 3: \$17,000 Year 4: \$17,000 Year 5: \$17,000 TOTAL: \$85,000
Maintenance and Support		Included	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Upgrade & Update Costs	Including but not limited to: Updated training materials and release notes.	Included	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Other	Please Describe:		Year 1: Year 2: Year 3: Year 4: Year 5:



Total Annual Recurring Costs	Year 1: \$17,000 Year 2: \$17,000 Year 3: \$17,000 Year 4: \$17,000 Year 5: \$17,000
	TOTAL: \$85,000

Optional Services and Costs: Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP.

		Optional Services/Sol	utions and Cos	its
Item	Description (Check box if required to meet minimum requirements of this RFP)	Dependent Requirements (If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
	Required to Meet Requirements		Recurring One-Time	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:RecurringOne-Time
	Required to Meet Requirements		Recurring One-Time	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:Recurring



		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Required to Meet Requirements	Recurring	Recurring One-Time

Appendix D: Supplementary Materials

Service Level and Maintenance Agreement (if applicable) Sample Reports and Training Materials Additional Resources that Support the Proposal **One-Time Costs:** Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP.

C	One-Time Costs		
ltem	Description	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost
Implementation	Including but not limited to: Data Integration, Transition from Existing Systems (Canvas), ProjectManagement, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)		1

Training	Including but not limited to: Training Services(Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)	
Other	Please Describe:	
Total One-Time Costs:		

Annual Recurring Costs: Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts. If pricing is different based on quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2, along with specifications to qualify for each Tier. If inadequate specifications are made Participating Associate Members may select which Tier they belong in, to the best of their knowledge.

Tier 1 Annual Recurring Costs			
Specify number to qualify for Ti	r of licences and any additional requirements er 1 Pricing:		
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution	Including but not limited to: Software, Licensing, training materials and release notes.		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Maintenance and Support			Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Upgrade & Update Costs	Including but not limited to: Updated training materials and release notes.		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Other	Please Describe:		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:

Total Annual Recurring Costs	Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:

Tier 2 Annual Recurring Costs			
	of licences and any additional qualify for Tier 2 Pricing:		
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution	Including but not limited to: Software, Licensing, training materials and release notes.		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Maintenance and Support			Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Upgrade & Update Costs	Including but not limited to: Updated training materials and release notes.		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:

Other	Please Describe:	Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Annual Recurring Costs		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u>
		TOTAL:

Optional Services and Costs: Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP.

	Optional Services/Solutions and Costs				
Item	Description (Check box if required to meet minimum requirements of this RFP)	Dependent Requirements (If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)	
	☐ Required to Meet Requirements	ı	Recurring One-Time	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL: Recurring One-Time	

	☐ Required to Meet Requirements	Recurring One-Time	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL: Recurring One-Time
!	□ Required to Meet Requirements	Recurring One-Time	Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL: Recurring One-Time

Exhibit B

Usage Report Template

Date Purchase Agreement Executed	Date Order Fulfilled/Invoice Generated	Order Details/Products Purchased	Total Purchase Price	JPA Administrative Fee (4% of Purchase Price)	Notes