

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 240162  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: April 19, 2024  
 Name of Contract Initiator: Laura Fogarty Telephone #: ~~904-741-8851~~ x6513  
 School/Dept Submitting Contract: Climate and Culture Cost Center # 9004  
 Vendor Name: 7 Mindsets Academy, LLC  
 Contract Title: Resiliency Education  
 Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 240041  
 Contract Term: July 1, 2024- June 30, 2025 Renewal Option(s): Annual  
 Contract Cost: \$204,250.00

- BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 100-6100(366 & 310)-9004-1175-0000-000-0  
 Funding Source: Budget Line # \_\_\_\_\_
- NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**
- INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

**REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):**

- \_\_\_\_\_ Completed Contract Review Form
- \_\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- \_\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, this Statement **MUST BE** included in the body of the Contract:  
*"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*
- \_\_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
*COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.*  
*General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.*  
*Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).*  
*Workers' Compensation = \$100,000 Minimum*  
*[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].*
- \_\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
- \_\_\_\_\_ Release and Hold Harmless (If Applicable)

**RECEIVED**  
 By Elaine at 2:35 pm, Apr 19, 2024

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

| CONTRACT REVIEWED BY:   | COMMENTS BELOW BY REVIEWING DEPARTMENT  |
|---|---|
| Purchasing Department<br>Review Date <b>REVIEWED</b><br>By Bertha Staefe at 1:22 pm, Apr 25, 2024 | FDOE 6A-1.012 (11b)<br>Need COI per Section 21 ✓<br>using SBCC ICA with an Attachment A-1   |
| School Board Attorney JPS<br>Review Date 5/9/24   | Vendor quote lists renewal notification but our ICA page 6 has an end date, how does that work?<br>- This is a one-year subscription without autorenewal option. There should not be any issues.<br>Approved. |
| Other Dept. as Necessary<br>Review Date   |   |

PENDING STATUS:  YES  NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS **APPROVED**  
 By Elaine at 1:37 pm, May 10, 2024



## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and 7 Mindsets Academy, LLC (hereinafter referred to as "CONTRACTOR"), whose principal place of business is 60 King Street Roswell, GA 30075.

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services and/or products to the Clay County District Schools School/Department,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, hereafter collectively and individually referred to as the "CONTRACTOR".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
  - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
  - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
  - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.
7. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
  - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
  - b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
  - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable SBCC policies.
  - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
  - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.
18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.
20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

|                                  |   |                                      |
|----------------------------------|---|--------------------------------------|
| <u>General Liability Policy:</u> | <u>Auto Liability Policy:</u>                 | <u>Worker's Compensation Policy:</u> |
| \$1,000,000.00 per occurrence    | \$1,000,000.00 combined single limit          | \$100,000                            |
| \$2,000,000.00 aggregate         | \$5,000,000.00 (if charter or common carrier) | * <i>Exempt, need signed WCAF</i>    |

*\*If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
  - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
  - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
  - c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
  - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):
    - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]

b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

25. Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

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**In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Independent Contractor Services Agreement shall prevail.**

SBCC'S Representative with CONTRACTOR is: Laura Fogarty

School/Department Name: Climate & Culture

Mailing Address: 900 Walnut Street Green Cove Springs, FL 32043

Phone #: 904-336-6513 Email Address: laura.fogarty@myoneclay.net

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

By: Ashley Gilhousen

Print Name: Ashley Gilhousen

Title: Board Chair

Date: 6/6/2024

**CONTRACTOR**

By: Vanessa Ashlock

Print Name: Vanessa Ashlock

Title: CFO

Date: 04/25/2024

**Attachment A**

**SCOPE OF SERVICES AND/OR PRODUCTS**

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

Please see Attachment A-1

2. **Term:**

The term of this Agreement shall commence on July 1, 2024 and continue until June 30, 2025, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ Please see Attachment A-1 (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation under this agreement shall not exceed \$ \$204,250.00.

**Exhibit # 1**

**WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)**

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: 7 Mindsets Academy LLC

Signature of Authorized Representative: *Vanessa Ashlock*

Printed Name of Authorized Representative: Vanessa Ashlock

Title of Authorized Representative: CFO

Date: 04/25/2024



## Exhibit # 2 (a)

### EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

## EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236).** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

**EDGAR CERTIFICATIONS (continued)**

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**RECORDS ACCESS AND RETENTION**

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Records Access (34 CFR 80.36 (l)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

---

**RECOVERED MATERIALS**

---

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name: 7 Mindsets Academy LLC  
Signature of Authorized Representative: Vanessa Ashlock  
Print Name of Authorized Representative: Vanessa Ashlock, CFO

**Exhibit # 2 (b)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Instructions for Certification:**

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: 7 Mindsets Academy LLC

Vanessa Ashlock  
Printed Name

Signature: Vanessa Ashlock

CFO  
Title of Authorized Representative

Date: 04/25/2024

**Exhibit # 2 (c)**

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

**Preference to businesses with drug-free workplace programs** - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** 7 Mindsets Academy LLC

**AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:**

Vanessa Ashlock  
(Printed Name)

*Vanessa Ashlock*  
(Signature)

CFO  
(Title)

04/25/2024  
(Date)

**Exhibit # 2 (d)**

**NON-COLLUSION AFFIDAVIT**

State of FLORIDA)  
County of CLAY)

My name is (INSERT NAME Vanessa Ashlock, CFO). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY 7 Mindsets Academy LLC) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY 7 Mindsets Academy LLC) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

**CONTRACTOR NAME:** 7 Mindsets Academy LLC

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Vanessa Ashlock  
(Printed Name)

*Vanessa Ashlock*  
(Signature)

CFO  
(Title)

04/25/2024  
(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Contractor's Employee | SBCC Title or Position of Contractor's Employee | SBCC Department/School of Contractor's Employee |
|-------------------------------|---|---|
| _____                         | _____   | _____   |
| _____                         | _____   | _____   |
| _____                         | _____   | _____   |

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

*Vanessa Ashlock*

\_\_\_\_\_  
Signature

7 Mindsets Academy LLC

\_\_\_\_\_  
Company Name



# CERTIFICATE OF LIABILITY INSURANCE

9/1/2024

DATE (MM/DD/YYYY)

1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |                       |                |
|--|-----------------------|----------------|
| PRODUCER<br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kcasu@lockton.com | CONTACT NAME:         |                |
|  | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS:  |                       |                |
| INSURER(S) AFFORDING COVERAGE  |                       | NAIC #         |
| INSURER A: The Continental Insurance Company   | A                     | 35289          |
| INSURER B: Lloyds of London  | N/R                   |                |
| INSURER C: Trisura Specialty Insurance Company   | A                     | 16188          |
| INSURER D:   |                       |                |
| INSURER E:   |                       |                |
| INSURER F:   |                       |                |

COVERAGES      CERTIFICATE NUMBER: 19804930      REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD                           | SUBR WVD                            | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-------------------------------------|-------------------------------------|----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7034014719     | 9/1/2023                | 9/1/2024                | EACH OCCURRENCE \$ 1,000,000 ✓<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 ✓<br>MED EXP (Any one person) \$ 15,000 ✓<br>PERSONAL & ADV INJURY \$ 1,000,000 ✓<br>GENERAL AGGREGATE \$ 2,000,000 ✓<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓<br>\$ |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                           | N                                   | N                                   | 7034014722     | 9/1/2023                | 9/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓<br>BODILY INJURY (Per person) \$ XXXXXXXX ✓<br>BODILY INJURY (Per accident) \$ XXXXXXXX ✓<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX ✓<br>\$ XXXXXXXX ✓   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  | N                                   | N                                   | 7034014753     | 9/1/2023                | 9/1/2024                | EACH OCCURRENCE \$ 10,000,000 ✓<br>AGGREGATE \$ 10,000,000 ✓<br>\$ XXXXXXXX ✓   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N                                 | N/A                                 | NOT APPLICABLE |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX   |
| C        | CYBER   | N                                   | N                                   | ATB-6736424-02 | 9/1/2023                | 9/1/2024                | \$1,000,000   |
| B        | SEXUAL ABUSE & MOLESTATION  |                                     |                                     | W33ACB220101   | 10/20/2023              | 10/20/2024              | \$1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

### CERTIFICATE HOLDER

### CANCELLATION

|  |  |
|--|--|
| <b>19804930</b><br>SCHOOL BOARD OF CLAY COUNTY<br>900 WALNUT STREET<br>GREEN COVE SPRINGS FL 32043 ✓ | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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# 7 MINDSETS

Teaching Mindsets. Changing Lives.

## Attachment A-1

7 Mindsets Academy, LLC  
60 King Street  
Roswell, GA 30075  
(678) 878-3144  
www.7mindsets.com  
**QUOTE**



Quote Number 00009439

Quote Date 4/8/2024

Prepared By Caroline King

Email caroline@7mindsets.com

### CONTACT INFORMATION

Contact Name Laura Fogarty

Contact Email [laura.fogarty@myoneclay.net](mailto:laura.fogarty@myoneclay.net)

Prepared For: Clay County District Schools

Billing Address  
900 Walnut St  
Green Cove Springs, FL 32043  
USA

### Notes

Quote Notes: Includes the PD at the 2024 Summer Leadership Training in June. Each solution includes Admin and teacher training and support throughout the school year.

### Terms

License Start Date 7/1/2024

License End Date 6/30/2025

Subscription Terms 1 Year Subscription

Payment Terms Net 15

| Product Description  | Quantity | Sales Price | Total Price  |
|--|----------|-------------|--------------|
| 7 Mindsets Full Access to Online Platform, 7M Spanish, 7M Mobile App, Resource Hub (Includes parent letters), Lesson Builder, Educator Zone (Curriculum Tools, Implementation Tools, Morning Announcements), Leader Dashboard, Signature Practices, BRONZE SERVICE | 43.00    | \$3,250.00  | \$139,750.00 |
| BASE Education District Size (5001+) students - Elementary/Middle/High School Modules, Onboarding   Support  | 43.00    | \$1,500.00  | \$64,500.00  |

Subtotal \$204,250.00

Discount 0.00%

Discount Total \$0.00

Grand Total \$204,250.00

License applies to the following School(s) or Group(s)

License Accounts: Elementary Schools:  
1. Argyle Elementary  
2. Charles E Bennett Elementary  
3. Clay Hill Elementary  
4. Coppergate Elementary  
5. Discovery Oaks Elementary  
6. Doctors Inlet Elementary

# 7 MINDSETS

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Roswell, GA 30075  
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QUOTE



7. Fleming Island Elementary
8. Grove Park Elementary
9. Keystone Heights Elementary
10. Lake Asbury Elementary
11. Lakeside Elementary
12. McRae Elementary
13. Middleburg Elementary
14. Montclair Elementary
15. Oakleaf Village Elementary
16. Orange Park Elementary
17. Paterson Elementary
18. Plantation Oaks Elementary
19. RideOut Elementary
20. Ridgeview Elementary
21. S. Bryan Jennings Elementary
22. Shadowlawn Elementary
23. Spring Park Elementary
24. Swimming Pen Creek Elementary
25. Thunderbolt Elementary
26. Tynes Elementary
27. W.E. Cherry Elementary
28. Wilkinson Elementary
- Junior High Schools:
29. Green Cove Springs Junior High
30. Keystone Jr./Sr. High
31. Lake Asbury Junior High
32. Lakeside Junior High
33. Oakleaf Junior High
34. Orange Park Junior High
35. Wilkinson Junior High
- High Schools:
36. Clay High
37. Fleming Island High
38. Keystone Jr./Sr. High
39. Middleburg High
40. Oakleaf High
41. Orange Park High
42. Ridgeview High
- Other:
43. Clay Virtual Academy

## Product Terms & Definitions

### Subscription Services Terms

The subscription Services are delivered under a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license, subject to the Terms and Conditions on the Agreement between 7 Mindsets and the Purchaser. The number of license and applicable feed will be specified in the Order Form. The Purchaser's access to the use of the Service is permitted during the Term of the license. The License Start and End dates for the Subscription Services are listed in the above terms. Renewal notifications will be sent to the Customer sixty (60) days before the License End Date, and invoices will be generated within thirty (30) days of the License End Date.

# 7 MINDSETS

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60 King Street  
Roswell, GA 30075  
(678) 878-3144  
www.7mindsets.com  
QUOTE



## Professional Development Terms

7 Mindsets and affiliates Professional Development includes both Onsite and Virtual Training and Implementation Services. The scope and delivery date(s) for Professional Development will be determined during the initial implementation process, unless previously agreed upon and referenced in the notes section of the Order Form. The terms and conditions governing the Subscription Services and Professional Development are available in the Master Subscription Agreement at <https://www.7mindsetsportal.com/agreement.pdf> and the Terms of Use [7 Mindsets Terms of Use.pdf](#) respectively

## Binding Agreement

This Order Form serves as a binding legal agreement between the Purchaser and 7 Mindsets and its affiliates and incorporates the terms of the Master Subscription agreement available at <https://www.7mindsetsportal.com/agreement.pdf>. By signing the Order Form, the Purchaser acknowledges and agreed to be bound by the terms and conditions set forth in the Agreement and this Order Form. The signatory for the Purchaser certifies that they have the authority to sign this Agreement and Order Form on behalf of the Purchaser and that they have read, understood, and will comply with the Agreement and this Order Form. The payment terms for both the Subscription Services and the Professional Development services, stating that payment is due within (15) days from the Invoice date. This Order Form, together with the Agreement and any other executed Order Forms, constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, representations, and discussions related to this subject matter.

Complete License Terms and Conditions may be found in the Master Subscription Agreement at <https://www.7mindsetsportal.com/agreement.pdf> and Terms of Use [7 Mindsets Terms of Use.pdf \(7mindsetsportal.com\)](#)

## Sales and Use Tax

Sales and Use Tax will be applicable based on taxable sales and customer tax exemption status.

## Purchasing Terms

**Purchase Orders (PO) may be sent directly to [orderprocessing@7mindsets.com](mailto:orderprocessing@7mindsets.com)**  
If applicable, please include current tax exempt form.

**If a Purchase Order (PO) is ~~NOT~~ required, please *Sign Below* and an invoice will be generated and sent via email.**

Invoice Instructions

School or District:

Attention:

Accounts Payable

Special Instructions (Reference PO or Requisition Number, etc):

dl-accountspayable@myoneclay.net

Email:

## Customer Approval

# 7 MINDSETS

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60 King Street  
Roswell, GA 30075  
(678) 878-3144  
www.7mindsets.com  
QUOTE



Upon signature by Customer and submission to [orderprocessing@7mindsets.com](mailto:orderprocessing@7mindsets.com), the Customer acknowledges and accepts the terms of this order, pricing, applicable training dates and deliverables. All billing pertaining to this order form will contain the pricing and payment terms listed above.

Printed Name Ashley Gilhousen

Title Board Chair

Signature *Ashley Gilhousen*

Date 6/6/2024

# 7 MINDSETS

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60 King Street  
Roswell, GA 30075  
(678) 878-3144  
www.7mindsets.com  
QUOTE



## Professional Development Terms

7 Mindsets and affiliates Professional Development includes both Onsite and Virtual Training and Implementation Services. The scope and delivery date(s) for Professional Development will be determined during the initial implementation process, unless previously agreed upon and referenced in the notes section of the Order Form. The terms and conditions governing the Subscription Services and Professional Development are available in the Master Subscription Agreement at <https://www.7mindsetsportal.com/agreement.pdf> and the Terms of Use [7 Mindsets Terms of Use.pdf](#) respectively.

## Binding Agreement

This Order Form serves as a binding legal agreement between the Purchaser and 7 Mindsets and its affiliates and incorporates the terms of the Master Subscription agreement available at <https://www.7mindsetsportal.com/agreement.pdf>. By signing the Order Form, the Purchaser acknowledges and agreed to be bound by the terms and conditions set forth in the Agreement and this Order Form. The signatory for the Purchaser certifies that they have the authority to sign this Agreement and Order Form on behalf of the Purchaser and that they have read, understood, and will comply with the Agreement and this Order Form. The payment terms for both the Subscription Services and the Professional Development services, stating that payment is due within (15) days from the invoice date. This Order Form, together with the Agreement and any other executed Order Forms, constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, representations, and discussions related to this subject matter.

Complete License Terms and Conditions may be found in the Master Subscription Agreement at <https://www.7mindsetsportal.com/agreement.pdf> and Terms of Use [7 Mindsets Terms of Use.pdf \(7mindsetsportal.com\)](#)

## Sales and Use Tax

Sales and Use Tax will be applicable based on taxable sales and customer tax exemption status.

## Purchasing Terms & Approval

# 7 Mindsets Subscription Agreement

SUBJECT TO THIS 7 MINDSETS SUBSCRIPTION AGREEMENT, 7 MINDSETS WILL DELIVER, AND CUSTOMER WILL BE PERMITTED TO USE, THE MINDSET ACADEMY CLASSROOM PORTAL AS SPECIFIED IN MORE DETAILS IN AN ORDER FORM (TOGETHER, THE "AGREEMENT").

## 1. DEFINITIONS.

"Authorized Users" means individuals who are authorized by Customer to use the Mindset Academy Classroom Portal for which Customer has paid a subscription fee and who have been supplied login credentials by Customer or by Us at Customer's request. Authorized Users may include but are not limited to Customer employees, parents, consultants, contractors and agents whom Customer permits to access and use the Service subject to this Agreement as well as subject to the 7 Mindsets Terms of Use and 7 Mindsets Privacy Policy which can be found [here](#) and [here](#), respectively.

"Service" means the online, mobile and web-based applications of the Mindset Academy Classroom Portal found at [www.7mindsetsportal.com](http://www.7mindsetsportal.com) and all content in the Portal including assessments, designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") provided by 7 Mindsets for access by the Authorized Users via a unique code provided to the Customer pursuant to this Agreement.

"Customer" "You" or "Your" means the School, School District, or other legal entity on whose behalf You are accepting this Agreement and purchasing a subscription to the Service.

"Customer Data" means the first name, last name, username, passwords, or other log-in information used to access the Service. Customer Data may also include any data which may be uploaded or submitted into the Service by Authorized Users.

"License Start Date" means July 1<sup>st</sup> of the current calendar year or the date otherwise indicated as the License Start Date on the applicable Order Form.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents between the Customer and 7 Mindsets, which set forth, at a minimum, (i) the Subscription Term purchased (1 year, 3 year or 5 year and whether pre-paid or paid annually); (ii) the quantity of licenses provided with the Subscription (number of Authorized Users/classrooms/school buildings/district-wide permitted to access the Service); and (iii) the price of the Service purchased subject to these Terms and Conditions as well as any exhibits, addendum, or attachments to such Order Forms. By way of example, an Order Form may take the form of a 7 Mindsets Price Quote signed by the Customer. In any case, the applicable Order Forms shall be incorporated herein by reference.

"Subscription Term" means the number of years purchased by the Customer beginning on the License Start Date as set forth in the applicable Order Form. By way of example only, a 1-year Subscription Term could run from July 1 in the current calendar year through June 30<sup>th</sup> of the following calendar year unless otherwise set forth in the applicable Order Form.

"7 Mindsets," "We," "Us" or "Our" means 7 Mindsets LLC as described in Section 9 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

## 2. MINDSET ACADEMY CLASSROOM PORTAL LICENCE AND ENTITLEMENTS.

Subject to the Terms and Conditions of this Agreement, 7 Mindsets grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license to permit Authorized Users to access and use the Service during the Term. The number of licenses to which You are entitled, and the applicable fees payable to 7 Mindsets, will be specified in the Order Form. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features of the Service.

## 3. USE OF THE SERVICE.

3.1 Customer shall: (i) comply with the 7 Mindsets Terms of Use found [here](#) and the 7 Mindsets Privacy Policy found [here](#), both of which are incorporated herein by reference; (ii) provide accurate account information with respect to its Authorized Users to 7 Mindsets and promptly report any changes to such information; (iii) maintain the confidentiality and security of Customer's account

information; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, keep all log-in information strictly confidential, and notify Us promptly of any unauthorized access or use; (v) have an appropriate privacy and data security policy in place and comply therewith (including the requirements of the Family Educational Rights and Privacy Act ("FERPA")); (vi) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations; and (vii) ensure that each of its Authorized Users complies with the foregoing.

3.2 Customer shall not, except as expressly authorized or directed by 7 Mindsets, (i) share the unique Customer code allowing access to the Service with anyone other than Authorized Users; (ii) copy, modify, translate, or distribute the Service; (iii) decompile, disassemble, or otherwise reverse engineer the Service or otherwise use the Service to develop functionally similar products or services; (iv) modify, alter or delete any of the copyright, trademark, slogan, or other proprietary notices in or on the Service; (v) sell, resell, rent or lease the Service or use the Service for the benefit of any third party; (vi) use the Service to store or transmit Malicious Code; (vii) attempt to gain unauthorized access to the Service or the related systems or networks; or (viii) permit any Authorized Users or third party to do any of the foregoing.

## 4. FEES AND PAYMENT.

4.1. Fees. In consideration of the Service provided hereunder, Customer shall pay all fees specified in any Order Forms between the Customer and 7 Mindsets. Except as specified herein or in an Order Form, (i) fees are based on the number of Authorized Users/classrooms/school buildings/district-wide licenses purchased (as indicated on the Order Form) and not actual usage of the licenses; (ii) with the exception of an instance of early termination as outlined in clause 8.2, payment obligations are non-cancelable and non-refundable; (iii) fees are payable annually in advance, and (iv) the number of licenses purchased cannot be decreased during the relevant Subscription Term stated on the Order Form.

4.2. Invoicing and Payment. Unless otherwise stated in the Order Form or unless otherwise agreed between You and 7 Mindsets in writing, Customer will pay to 7 Mindsets the fees specified in the Order Form within thirty (30) days of the date of invoice. If You purchased a multi-year subscription payable annually, unless otherwise specified in the Order Form or unless otherwise agreed between You and 7 Mindsets, 7 Mindsets will automatically invoice You thirty (30) days prior to the anniversary of Your License Start Date. You are responsible for maintaining complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Fees are subject to any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to sales, use or withholding taxes, assessable by any local, state, or federal jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. Suspension of Service. If any fees owing by You under this or any other agreement for the Services is thirty (30) or more days overdue, We may, without limiting Our other rights and remedies, suspend Your use of the Service until such fees are paid in full.

## 5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. The Service is a subscription product that is licensed, not sold outright to the Customer. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Service and all 7 Mindsets Materials contained in the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Ownership of Customer Data. As between Us and You, except for Your co-operation and the rights granted to 7 Mindsets for the purpose of offering the Service as more fully detailed in the 7 Mindsets Terms of Use, 7 Mindsets has no ownership interest in any Customer Data and will not share, disclose, or disseminate any personally identifiable Customer Data to any third parties without the express permission of the Customer. See 7 Mindset's Privacy Policy located [here](#) for more information about our privacy and security practices with respect to personally identifiable information.

## 6. WARRANTIES, DISCLAIMERS AND INDEMNIFICATION.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY 7 MINDSETS. 7 MINDSETS EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WITHOUT LIMITING THE FOREGOING, 7 MINDSETS GIVES NO WARRANTY THAT THE

SERVICE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY 7 MINDSETS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF 7 MINDSETS'S OBLIGATIONS HEREUNDER, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

Customer hereby indemnifies 7 Mindsets against all losses, damages, liabilities and expenses (including reasonable legal fees and costs) which 7 Mindsets may incur or sustain as a result of Customer's use or misuse of the Service.

## **7. LIMITATION OF LIABILITY.**

**7.1. Limitation of Liability.** IN NO EVENT SHALL 7 MINDSETS BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ADDITIONALLY, 7 MINDSETS SHALL NOT BE LIABLE FOR DAMAGES RELATED TO LOST DATA OR ANY OTHER INDIRECT DAMAGES EVEN IF 7 MINDSETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 7 MINDSETS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER HEREUNDER IN THE PRIOR 12-MONTH PERIOD. 7 MINDSETS WILL NOT BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE SERVICE, OR USE OF THE SERVICE IN A MANNER THAT VIOLATES ANY APPLICABLE LAW OR REGULATION, USE OR FAILURE TO USE ASSESSMENTS THAT ARE PART OF THE SERVICE OR THE CONSEQUENCES THEREOF, OR FOR CUSTOMER'S FAILURE TO IMPLEMENT, ACCESS OR USE CERTAIN FEATURES OF THE SERVICE. The limitation of liability set forth in this Section 7 shall not apply to (i) liability resulting from 7 Mindsets' gross negligence, fraud, or willful misconduct and (ii) death or bodily injury resulting from 7 Mindsets' negligent acts or omissions.

## **8. TERM AND TERMINATION.**

**8.1. Term of Agreement.** Customer's licenses and these Terms and Conditions will be in effect from the License Start Date through the duration of the Subscription Term specified in the Order Form and may be renewed or extended by mutual agreement of 7 Mindsets and the Customer.

**8.2. Early Termination.** Either party may terminate the subscription for cause if the other party (or in the case of 7 Mindsets, an Authorized User of the Customer) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within thirty (30) days of its receipt of written notice of such breach. A material breach by Customer shall include, but is not limited to, non-payment of Subscription Fees and/or a breach of any provision of clause 3. In the event Customer terminates for breach by 7 Mindsets, customer shall receive a pro rata refund of any Fees paid in advance.

Customer may terminate the subscription as follows:

**8.2.1** In the event Customer's subscription is a multi-year subscription payable over multiple years, Customer may terminate its subscription by giving notice of termination in writing to 7 Mindsets at least 30 days prior to the anniversary of the License Start Date. In such event, Customer will not be required to pay the remainder of the license fees, however, Customer is not entitled to a refund of previously paid license fees.

**8.2.2** If the Customer purchased a 1-year subscription or pre-paid for a multi-year subscription, Customer may terminate its subscription at any time, however, the Customer will not be entitled to any refund of previously paid subscription fees.

**8.2.3** To the extent that 7 Mindsets suspends or terminates the Service for more than ninety (90) consecutive days, Customer may terminate its subscription and s will be refunded a prorated share of the current annual subscription fee as well as any fees which Customer pre-paid for future years.

**8.3 Effect of Termination.** Upon termination for any reason by either party,

**8.3.1** Customer will (i) cease using the Service; (ii) ensure that any Authorized Users cease using the Service; (iii) return or destroy all materials

provided by 7 Mindsets; (iv) pay 7 Mindsets any fees due and owing hereunder; and (v) not be entitled to a refund of any fees previously paid.

**8.3.2** 7 Mindsets will (a) disable the unique Customer code provided to the Customer to access the Service; and (b) destroy or de-identify any personally identifiable information provided to 7 Mindsets by the Customer in accordance with the 7 Mindsets Privacy Policy.

## **9. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION.**

You are contracting with 7 Mindsets, LLC ("7 Mindsets"), a registered company in the United States located at 60 King Road, Roswell, Georgia 30075. Customer agrees that any dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise) and the validity, performance and interpretation of this Agreement will be governed by and construed in all respects under and subject to the laws of the State of Georgia, USA, and the exclusive jurisdiction of the Superior Courts of Fulton County, Georgia.

## **10. GENERAL PROVISIONS.**

**10.1. Export Compliance.** The Service or other technology and derivatives thereof that 7 Mindsets makes available to Customer under this Agreement may be subject to export laws and regulations of the United States. Each party shall comply with the export laws and regulations of the United States in providing and using the Service. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit any Authorized Users to access or use the Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

**10.2. Anti-Corruption.** Customer agrees that Customer has not sought, elicited, received or been offered any illegal or improper bribe, kickback, gift, or thing of greater than nominal value from any 7 Mindsets employees or agents in connection with this Agreement. Customer will use reasonable efforts to promptly notify Us if You learn of any violation of the above restriction.

**10.3. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms and addenda thereto including any Statements of Work and these Terms and Conditions and the 7 Mindset Privacy Policy and 7 Mindset Terms of Use referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. No terms and conditions stated in any purchase order or other order documentation submitted by the Customer shall be incorporated into or form any part of this Agreement, and all such terms and conditions shall be null and void.

**10.4. Miscellaneous.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Neither party may assign any of its rights or obligations hereunder, without the prior written consent of the other party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, 7 Mindsets may assign this Agreement in its entirety (including all Order Forms), without consent of the Customer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any provision of this Agreement, which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

## 7 Mindsets Terms of Use

Last Updated: 2023

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND, AND ANY ENTITY WHICH YOU REPRESENT WILL BE BOUND, BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICE.

These 7 Mindsets Terms of Use (the "Terms") apply when you access or use the online, mobile and/or web-based applications of the Mindset Academy Classroom Portal found at [www.7mindsetsportal.com](http://www.7mindsetsportal.com) (collectively, the "Service") provided by 7 Mindsets, LLC located at 60 King Street, Roswell, Georgia 30075 ("7 Mindsets"). These Terms do not change the terms or conditions of any other agreement you may have with 7 Mindsets for products, services, or otherwise, including, without limitation, the 7 Mindsets Subscription Agreement. If you are using the Service on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity's behalf, and that the entity agrees to be responsible to 7 Mindsets if you violate these Terms.

### 1. Changes to These Terms

7 Mindsets reserves the right to change these Terms at any time in its sole discretion. If 7 Mindsets makes material changes to these Terms, it will provide notice of such changes, such as by sending you an email, by providing notice through the Service, or by updating the "Last updated" date at the top of these Terms. Your continued use of the Service following the posting of changes will confirm that you accept the changed Terms. 7 Mindsets encourages you to review the Terms regularly to ensure that you understand the terms and conditions that apply to your use of the Service. If you do not agree to the changed Terms, you must stop using the Service.

### 2. Privacy Policy

Please refer to the [7 Mindsets Privacy Policy](#) here for information about how 7 Mindsets collects, uses, and discloses information about users of the Service.

### 3. Accounts

To access and use the Service, you must register for an account using the unique Customer code provided to you by 7 Mindsets either directly or through your employer. If you register an account, you will (a) provide accurate, truthful, current, and complete account information; (b) maintain and promptly update your account information to keep it accurate, current, and complete; (c) maintain the security of your account; (d) promptly notify 7 Mindsets if you discover or otherwise suspect any security breaches related to the Services; and (e) accept all risks of unauthorized access to your account information and any other information you provide to 7 Mindsets.

### 4. Copyright and Limited License

Unless otherwise indicated, the Service and all content and other materials in the Services, including, without limitation, the 7 Mindset logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "7 Mindsets Materials") are the proprietary property of 7 Mindsets or its licensors and are protected by United States and international copyright laws.

Notwithstanding any agreement you may have with 7 Mindsets that includes broader license rights to the Service or any 7 Mindsets Materials therein, you are granted a limited, non-exclusive, non-sublicensable, non-transferrable revocable license to (i) access and use the Service, (ii) download 7 Mindsets Materials that are expressly provided through the Service for download, and (iii) electronically copy (except where prohibited without a license) and print to hard copy parts of the 7 Mindsets Materials, but in each instance solely for your informational, noncommercial, and personal use or otherwise in accordance with a written agreement between you and 7 Mindsets and in accordance with any relevant federal and state laws and regulations. This license is subject to these Terms and, except as expressly permitted on the Services or under a separate written agreement between you and 7 Mindsets, you do NOT have the right to do any of the following: (a) sell, resell, rent, lease, distribute, transfer, assign, host, pledge or commercially use the Service or the 7 Mindsets Materials; (b) distribute, publicly perform, or publicly display any part of the 7 Mindsets Materials; (c) publish



or reproduce any part of the 7 Mindsets Materials on the Internet or any external websites, networks, or servers; (d) modify or otherwise make any derivative uses of any part of the Service or the 7 Mindsets Materials; (e) use the Services to gather information regarding other users or use any data mining, robots, or similar data gathering or extraction methods with the Services; (f) download (other than via page caching) any part of the Service or the 7 Mindsets Materials that are not expressly provided by 7 Mindsets for download; (g) interfere with or disrupt the functionality of the Services; (h) access the Services to create a similar or competitive service; (i) use the Service without 7 Mindsets' consent, or (i) use any part of the Service or the 7 Mindsets Materials for anything other than for their intended purposes. You will not obscure any copyright notices or other legends or notices appearing on any part of the 7 Mindsets Materials and will ensure that all permitted copies of the 7 Mindsets Materials contain the same copyright notice and other legends or notices that appear on the copies provided by 7 Mindsets or as otherwise may be instructed by 7 Mindsets. Any use of the Services or the 7 Mindsets Materials other than as specifically authorized by these Terms or in writing by 7 Mindsets is strictly prohibited and will terminate your license and Subscription to the Service and the 7 Mindsets Materials. Such unauthorized use also may violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

#### 5. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, 7 Mindsets has adopted a policy of terminating, in appropriate circumstances and at 7 Mindsets' sole discretion, accounts of account holders who are deemed to be repeat infringers. 7 Mindsets also may, at its sole discretion, limit access to the Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### 6. Copyright Complaints

If you believe that anything in the Service infringes on any copyright you own or control, you may file a notification with 7 Mindsets' Designated Agent as set forth below:

Agent Designated to Receive Notification of Claimed Infringement: Attention CEO  
Address to Send Notification: 60 King Street, Roswell, Georgia 30075  
Telephone Number of Designated Agent: 678-873-3144  
Facsimile Number of Designated Agent: 678-550-9750  
Email Address of Designated Agent: info@7mindsets.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by 7 Mindsets or the alleged infringer as the result of 7 Mindsets relying on such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

#### 7. Trademarks

"7 Mindsets," "Mindset Academy," the 7 Mindsets logo, and any other 7 Mindsets or third party product or service name or slogan contained in the Service are trademarks of 7 Mindsets and/or its licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of 7 Mindsets or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "7 Mindsets" or any other name, trademark, or product or service name of 7 Mindsets without 7 Mindsets' prior written permission. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, or trade dress of 7 Mindsets and may not be copied, imitated, or used, in whole or in part, without 7 Mindsets' prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by 7 Mindsets.

#### 8. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the home page of the Service for noncommercial purposes, provided that (a) such link does not portray 7 Mindsets in a false, misleading, derogatory, or

otherwise defamatory manner, and (b) the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use any 7 Mindsets logos or other proprietary graphics of 7 Mindsets to link to the Service without 7 Mindsets' express written permission. You may not, without 7 Mindsets' express written permission, use, frame, or utilize framing techniques to enclose 7 Mindsets' trademark, logo, or other proprietary information, including the images found in the Service, the content of any text, or the layout or design of any page or form contained on a page of the Service. 7 Mindsets makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of any third-party websites accessible via hyperlink or linking to the Service. These websites are not under the control of 7 Mindsets, and 7 Mindsets is not responsible for any embedded content or the contents of these websites, or any changes or updates to these websites. 7 Mindsets and its users may provide these links to you as a convenience, and the inclusion of any link does not imply any affiliation, endorsement, or adoption by 7 Mindsets of any site or any information contained therein. When you visit other websites via links or embedded content, you should understand that these Terms no longer govern and that the terms and policies of those third-party websites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services.

#### 9. The Service

7 Mindsets will use commercially reasonable efforts to maintain the Services in good working order and reasonable functionality. 7 Mindsets has no obligation to upgrade or update the Services or add additional features or functions.

#### 10. Third Party Products and Services

7 Mindsets may provide information about or links to third-party products or services. 7 Mindsets does not control, endorse, or adopt any third-party information in the Service and makes no representation or warranties of any kind regarding third-party information in the Service, including, without limitation, regarding its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with these dealings, correspondence, or promotions, are solely between you and such third party. 7 Mindsets is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information in the Service. You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

#### 11. No Unlawful or Prohibited Use

As a condition of your use of the Service, you warrant to 7 Mindsets that you will not use the Service for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Service, or any other agreement you may have with 7 Mindsets. You may not use the Service in any manner that could damage, disable, overburden, or impair the functioning of the Service or could interfere with, disrupt, negatively affect, or inhibit any other party's use and enjoyment of the Service. You may not obtain, or attempt to obtain, any materials or information through any means not intentionally made available or provided for through the Service.

#### 12. Permitted Use of the Services and User Content

The Services may contain interactive areas or services ("Interactive Areas"), such as discussion forums, blogs, private messages, emails, or other interactive features or areas in which you or other users can create, post, transmit, or store content, including, without limitation, text, music, sound, photos, images, video, graphics, code, and other items or materials (collectively, "User Content"). User Content posted on Interactive Areas may be publicly viewable to others. You are solely responsible for your User Content and for your use of Interactive Areas, which you use at your own risk. You will use Interactive Areas only to post, send, and receive messages and material that are proper and related to the Interactive Areas. You will not post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the legal rights of any party, or otherwise create liability, or violate any local, state, national, or international law;

- User Content that is unlawful, libelous, indecent, inappropriate, profane, defamatory, infringing, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, harmful to minors, or otherwise objectionable;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary permissions, licenses and consents;
- Viruses, corrupted files, or other harmful, disruptive, or destructive files;
- Unsolicited promotions, political campaigning, advertising, or solicitations, unless the applicable Interactive Areas specifically allow such messages;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and payment card information; or
- User Content that, in the sole judgment of 7 Mindsets, is objectionable or restricts or inhibits any other person from using or enjoying the Service, or may expose 7 Mindsets or 7 Mindsets' users to any harm or liability.

If You provide 7 Mindsets any suggestions or comments regarding improvements or enhancements to the Services ("Feedback"). You hereby agree that by providing Feedback You are providing 7 Mindsets with a royalty-free, fully paid-up, worldwide, transferrable, sublicensable, irrevocable, perpetual license to copy, distribute, transmit, display, perform and create derivative works from the Feedback, in whole or in part, and to use the Feedback in any manner whatsoever. 7 Mindsets has no obligation to incorporate or use Feedback in any manner whatsoever.

## 12. User Conduct

You are solely responsible for your conduct while accessing or using the Service and you will not violate any law, contract, intellectual property right, or other third-party right, or commit any tort in connection with your access to or use of the Service.

You will abide by these Terms and will not do any of the following relating to the Service or its users:

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of the Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying any Interactive Areas;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Use or attempt to use any account you are not authorized to use;
- Harvest or otherwise collect information about others, including usernames, e-mail addresses, or other contact information, without their consent or for sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by 7 Mindsets to access the Service or to extract data;
- Attempt to circumvent any content filtering techniques 7 Mindsets employs, or attempt to access any service or area of the Service that you are not authorized to access;
- Reverse engineer any aspect of the Service or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Service (except as otherwise expressly permitted by law);
- Attempt to indicate in any manner that you have a relationship with 7 Mindsets or that 7 Mindsets has endorsed you or any products or services for any purpose;
- Develop any third-party applications that interact with the Service without 7 Mindsets' prior written permission; or
- Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

7 Mindsets takes no responsibility and assumes no liability for (a) any User Content posted, stored, or uploaded by you or any third party; (b) any associated loss or damage; (c) any user conduct; (d) any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter; or (e) the manner in which you use or fail to use the Service. Your use of Interactive Areas is at your own risk. These Terms do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules. As a provider of interactive services, 7 Mindsets is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. Although 7 Mindsets has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Areas, 7 Mindsets reserves the right, and has absolute discretion, to remove, screen, or edit any User Content posted or stored through the Service at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store through the Services at your sole cost and expense. Any use of the Interactive Areas or other parts of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

### 13. Rights in User Content

By submitting or posting User Content to the Services, you hereby grant 7 Mindsets a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right and license to use, host, broadcast reproduce, modify, adapt, publish, translate, create derivative works from, incorporate into other works, distribute, perform, and display such User Content throughout the world in any media on or in connection with the Services and the promotion of the Services or 7 Mindsets' products and services, including, without limitation, the right to use your name, likeness, voice, or identity. You grant 7 Mindsets and its sublicensees the right to use the name, location, and other information that you submit in connection with such User Content. The use of your or other users' name, likeness, voice, or identity in connection with various features relating to the Services does not imply any endorsement of such feature or of the Service unless explicitly stated otherwise. You represent and warrant that (a) the User Content is not confidential; (b) you own and control all the rights to the User Content that you post, or otherwise have the right to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

### 14. Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original, or creative materials or other information about 7 Mindsets, the Service, or 7 Mindsets' products or services (collectively, "Submissions"). Submissions, whether posted to the Service or provided to 7 Mindsets by email or otherwise, are nonconfidential and shall become the sole property of 7 Mindsets. 7 Mindsets shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### 15. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY 7 MINDSETS, THE SERVICE AND 7 MINDSETS MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. 7 MINDSETS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND THE 7 MINDSETS MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY 7 MINDSETS, 7 MINDSETS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS YOUR RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

### 16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 7 MINDSETS OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "7 MINDSETS PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES OR THE CONTENT CONTAINED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM 7 MINDSETS OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICES OR 7 MINDSETS' RECORDS, YOUR USE OF THE SERVICE, OR USE OF THE SERVICE IN A MANNER THAT VIOLATES ANY APPLICABLE LAW OR REGULATION, USE OR FAILURE TO USE ASSESSMENTS THAT ARE PART OF THE SERVICE OR THE CONSEQUENCES THEREOF, OR FOR CUSTOMER'S FAILURE TO IMPLEMENT, ACCESS OR USE CERTAIN FEATURES OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF THE 7 MINDSETS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

#### 17. Indemnification

You will defend, indemnify, and hold harmless the 7 Mindsets Parties from and against any third-party claims, damages of any kind, costs, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (a) your use of the Service, (b) your conduct relating to the Service, (c) any User Content or Submissions you provide, (d) your use of the Interactive Areas, (e) your violation of these Terms or any applicable laws, and (f) your violation of the rights of another.

#### 18. Termination; Modification to the Services

7 Mindsets reserves the right, without notice and in its sole discretion, to terminate your license to use the Service and to block or prevent your future access to and use of the Service. 7 Mindsets reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension, or discontinuance of the Services, or any part thereof. Upon termination of the Service for any reason, the license granted under Clause 4 of this Agreement also terminates including all use of the 7 Mindset Materials.

#### 19. Governing Law and Venue

To the maximum extent permitted by law, these Terms are governed by, and will construed in accordance with and enforced by, the laws of the State of Georgia, U.S.A., without regard for its choice of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in Fulton County, Georgia, U.S.A. in all disputes arising out of or relating to the use of the Service. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

#### 20. No Waiver

Enforcement of these Terms is solely at 7 Mindsets discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of 7 Mindsets' right to enforce the same or other part of these Terms in other instances.

#### 21. Severability

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

#### 22. Questions or Comments

Questions or comments about the Service may be directed to 7 Mindsets at [info@7mindsets.com](mailto:info@7mindsets.com) or by mail at:

7 Mindsets, LLC  
60 King Street  
Roswell, Georgia 30075

# 7 Mindsets Privacy Policy

Last Updated: 2023

This privacy policy ("Privacy Policy") explains how information about you is collected, used, and disclosed by 7 Mindsets, LLC ("7 Mindsets," "we," or "us"). This Privacy Policy applies to information we collect when you use our websites, mobile applications, and other online products and services including the Mindset Academy Classroom Portal at <http://www.7mindsetsportal.com> (collectively, the "Services"), when you interact with us on third-party sites where we have an official presence, or when you otherwise interact with us.

We may change this Privacy Policy from time to time. If we make material changes, we will notify you by revising the date at the top of this Privacy Policy. In some cases, we may provide you with additional notice, such as adding a statement to the homepages of our websites or sending you an email notification. We encourage you to review this Privacy Policy whenever you access our Services to stay informed about our information practices and the ways you can help protect your privacy.

## 1. What Information Do We Collect?

### A. Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, participate in interactive features of our Services, fill out a form, make a purchase, communicate with us via a third party social media site, sign up for a contest or sweepstakes, request customer support, or otherwise communicate with us. The types of information we may collect include your name, email address, mailing address, phone number, job title, information about your school or organization, and any other information you choose to provide.

### B. Information We Collect Automatically When You Use Our Services

When you access or use our Services, we automatically collect information about you, including:

- **Log Information:** We log information about your use of our Services, such as your Internet Protocol ("IP") address, the type of browser you use, the address of a referring website, and your activity with our Services.
- **Device Information:** We collect information about the computer or device you use to access our Services, including the operating system and version, and network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information, and this may include sending cookies to your computer or device. Cookies are small data files that are stored on your hard drive or in device memory that help us recognize users who have visited the Services previously and retain certain information, such as customer preferences and history. We also may collect information using web beacons (also called "tracking pixels"). Web beacons are electronic images that may be used in our Services or emails to help deliver cookies, count visits, understand usage and campaign effectiveness, and determine whether an email has been opened and acted upon. For more information about cookies and how to disable them, please see clause 5 below.

### C. Information We Collect from Other Sources

We may also obtain information from other sources, such as mailing list providers, and combine that information with information we collect through our Services.

## 2. How Do We Use the Information We Collect?

We may use information about you for various purposes, including to:

- Provide, maintain, and improve our Services;
- Provide and deliver information, products, or services you request, and send you related information, such as confirmations and invoices;
- Send you technical notices, updates, security alerts, and support and administrative messages;
- Respond to your comments, questions, and requests (such as your copyright permission requests) and provide customer service;
- Communicate with you about products or services offered by 7 Mindsets, and provide other information and news we think will be of interest to you;
- Monitor and analyze trends, usage, and activities in connection with our Services
- Process and deliver contest or sweepstakes entries or prizes; and
- Carry out any other purpose for which the information was collected.

7 Mindsets is based in the United States, and the information we collect is governed by U.S. law. By accessing or using our Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S.

## 3. Collection of Personal Information about Children

The Services are intended for use by school educators and administrators. The 7 Mindsets Services are NOT intended to be used and accessed by children. 7 Mindsets does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for an event. If you are under 13, please do not attempt to register or send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age 13 may provide any personal information to 7 Mindsets. You should not be submitting any information about students or children while using the Services. If we learn that we have collected personal information from a child under the age 13, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [info@7mindsets.com](mailto:info@7mindsets.com).

## 4. What Information Do We Share with Third Parties?

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation, or legal process, or as otherwise required by any applicable law, rule, or regulation;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property, and safety of 7 Mindsets and others;
- In connection with, or during negotiations of, any merger, sale of organizational assets, acquisition of all or part of our business to another organization, reorganization, or in any other situation where your information may be transferred as one of the assets of 7 Mindsets; and
- With your consent or at your direction.
- We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

## 5. How Do Our Services Interact with Third Party Services?

We may use certain trusted third-party companies and individuals to help us provide, analyze and improve the Services, including but not limited to, data storage, maintenance Sites, database management, web analytics, payment processing and improvement of the Services' features. These trusted third parties may have access to your personal information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy. As of the date of this policy, we use Shopify, Inc., Amazon Web Services, MediaTemple, Google Analytics, and Pardot to provide some or all of these tasks. To learn more about the privacy policy of each of these third parties go to each of their websites.



## 6. What Steps Do We Take to Protect Your Information?

We take reasonable measures to help protect information about you from loss, theft, misuse, and unauthorized access, disclosure, alteration, or destruction.

### A. Account Information

You may update, correct, or delete information about you at any time by logging into your online account, emailing us at [info@7mindsets.com](mailto:info@7mindsets.com) or contacting us by mail at the address provided below. If you wish to deactivate your account, please email us but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period.

### B. Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Removing or rejecting browser cookies does not necessarily affect third party flash cookies used in connection with our Services. You may visit [www.adobe.com/products/flashplayer/security](http://www.adobe.com/products/flashplayer/security) for more information about deleting or disabling flash cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

### C. Promotional Communications

You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

## 7. How Can You Obtain Additional Information?

If you have any questions or comments about this Privacy Policy, please email us through our website or at [info@7mindsets.com](mailto:info@7mindsets.com), or contact us by mail at  
7 Mindsets, LLC  
60 King Road  
Roswell, Georgia 30075