

**SOFTWARE AS A SERVICE (“SAAS”) SUBSCRIPTION
AGREEMENT WITH LICENSE AGREEMENT AND TERMS
OF PURCHASE AND USE.**



CUSTOMER NAME AND ADDRESS:

**CD BOCES
Kim McClelland
Executive Director**

4035 Tutt Blvd
Colorado Springs, CO 80922

SERVICE PROVIDER NAME AND ADDRESS:

BASE Education, LLC.

5460 S Quebec St., Ste. 150, Greenwood Village, CO 80111

Effective Date: January 1, 2017

Initial Term: January 1, 2017 to December 31, 2017

This SAAS Subscription Agreement (“Agreement”), dated as of the Effective Date, governs the use by Customer of the master controllers, and other equipment, parts and supplies (collectively, the “SAAS System”), and the services provided by Service Provider in connection with the SAAS System (the “SAAS Services”). This Agreement includes:

(1) each Order Form that provides the type, quantity and payment terms for the use of the SAAS System and SAAS Services purchased by Customer from Service Provider, and

(2) the License Agreement and Terms of Purchase and Use, attached, and also found at <http://www.base-ed.com/terms-of-purchase-and-use> as revised from time to time (the “License Agreement”) without notice of changes to Customer.

1. Service Provider agrees to provide the SAAS Services described in each Order Form, and Customer agrees to pay for the SAAS Services and comply with the terms and conditions set forth in this SAAS Subscription Agreement, each Order Form, and the License Agreement.

2. The Term of Service for the SAAS Services is indicated in the Order Form for the SAAS Services. The SAAS Services may be accessed and used only by the number of Users specified in the Order Form(s), for the Fees corresponding to that number and type of Users. For each User, Customer will be provided a user name (User ID) and password, which enables the number of Customer's Users to access the SAAS System and use the SAAS Services. Following expiration of the Initial Term, the Term of Service shall will automatically renew for successive periods of one (1) year (each a “Renewal Term”) unless and until either party gives the other party written notice of non-renewal at

least 60 days prior to the next scheduled renewal date. Service Provider may change the Fee for any Renewal Term upon written notice to Customer at least ninety (90) days prior to the next scheduled renewal date. Customer may elect Early Termination of the Services solely as permitted in the Terms of Purchase and Use for the Services.

3. Service Provider grants to Customer a limited, non-exclusive, terminable, non-transferable license, without the right to sublicense, to access the SAAS Services through the SAAS System, or by any other means on which the parties may agree in writing, and to use the SAAS Services during the Term of Service, subject to the License Agreement located at [<http://www.base-ed.com/terms-of-purchase-and-use>], as Service Provider may revise such License Agreement and Terms of Purchase and Use from time to time.

4. All terms and conditions that are part of this Agreement shall be as set forth herein and in the License Agreement and Terms of Purchase and Use which is incorporated herein by reference, and all Order Forms completed, approved, and signed by Service Provider, pursuant to this Agreement, constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current License Agreement, the terms of this Agreement shall control.

5. Customer represents and warrants that Customer has all necessary authorization to purchase and pay for the SAAS Services indicated in each Order Form.

6. Customer agrees to provide the necessary electric service, wiring, computer equipment and communication line access (in accordance with UL standards) for access to the SAAS Services. Customer agrees to provide, install and maintain, at Customer's expense, data communication lines therefor, all pursuant to minimum specifications prescribed by Service Provider from time to time. Customer shall be responsible for ongoing charges for Customer's own use of such data communication lines and other necessary equipment and expenses.

7. In addition to the initial Order Form, the parties may enter into one or more additional Order Forms, each of which provides a general description of the Products and SAAS Services to be provided to Customer. For any Order Form to be effective, it must be in writing and signed or otherwise authenticated by Service Provider. Electronic and fax documents are considered to be in writing for this purpose. All terms and conditions set forth in this SAAS Subscription Agreement are automatically incorporated in, and deemed part of, each such Order Form.

8. If there is any conflict between the terms of an Order Form and the terms of this SAAS Subscription Agreement or the Terms of Purchase and Use, then the terms of the Order Form shall control. Each Order Form, as supplemented by the terms of this SAAS Subscription Agreement and the Terms of Purchase and Use, constitutes an entire and separate agreement between the parties regarding the Products and SAAS Services covered by that Order Form, and supersedes any other prior oral or written understandings and agreements of the parties regarding the Products and SAAS Services covered by that Order Form. Any provision contained in Customer's own purchase order forms or other documents, such as pre-printed terms and conditions

typically found on their reverse side, shall not apply and are superseded in their entirety by the provisions of this Subscription Agreement, including the applicable Order Form, and are expressly rejected by Service Provider.

ORDER FORM

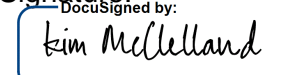
Customer agrees to pay for Service Provider’s service on a yearly basis.

Purchase Amount is based on the number of Users and is subject to revision based on the number of unique Users accessing the system at any time during the Term or any Renewal Term.

Qty	Product	Total
	Course Platform - 200 users as \$15 per head	
	Due now – Use of platform for Jan 1, 2017 – June 31, 2017	\$1500
	Due July 1, 2017 – Use of platform for July 1, 2017 - Dec 31, 2017	\$1500
	<i>Payment terms : net 30</i>	
	Total Amount	\$3000

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND SERVICE PROVIDER (OR ITS APPLICABLE AFFILIATE).

CUSTOMER: CD BOCES

Signature:  Title: Executive Director Date: 4/28/2017
DocuSigned by: 33A4CE08777048B...

Printed Name:
Kim McClelland

SERVICE PROVIDER: BASE Education, LLC.

Signature:  Title: CEO and Co-Founder Date: 4/28/2017
DocuSigned by: 4527FD85D2CC447...

Printed Name:
Robin Glenn