

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

**PURCHASE ORDER NO 0001078992  
 CHANGE ORDER**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
11/17/2014	2 - 11/23/2015	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1006449 PACTOL M ROUILLER S	04ASPH108 TUTORING	

Supplier: 0000035760  
 TUTOR.COM  
 555 WEST 18TH ST  
 NEW YORK NY 10011

Phone: (800) 411-1970  
 Fax: (646) 532-4424

email: KEVIN.DONALDS@TUTOR.COM

Ship To: FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798  
 United States

Bill To: 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	ONE YEAR LICENSE - ONLINE, WEB-BASED TUTORING SERVICES	1.00	EA	6,730.00	6,730.00	11/24/2014

LIVE, ONE-TO-ONE CUSTOMIZED TUTORING SERVICES:  
 -TUTOR.COM FOR HIGHER EDUCATION (ENGLISH) 24 HRS A DAY  
 -TUTOR.COM FOR HIGHER EDUCATION (SPANISH) HOURS : 2PM - 2AM ET  
 - WRITE TUTOR WRITING CENTER - 700 HOURS @\$30 PER HOUR

VALID 11/15/2014 - 11/14/2015

ONE YEAR LICENSE  
 FOR BASIC SKILLS PROGRAM  
 NO TAX, NO SHIPPING

11-23-15 INCREASE PO BY \$450.00 PER J HARMAN TO COVER FINAL INVOICES FOR JULY, OCTOBER AND NOVEMBER 2015. NEW PO TOTAL \$6,730.00 - SR

**DO NOT SEND TO VENDOR**

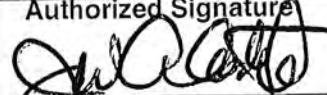
Sub Total Amount	6,730.00
Sales Tax Amount	0.00
Total PO Amount	6,730.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENPD	5603	12	FL.VI.BSKL	64900	00000	573H	1,771.20	2016
GENPD	5603	12	FL.VI.BSKL	64900	00000	575H	4,958.80	2016

0001006449KIRKLINK10-NOV-2014

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**ENTERED**  
 IMS

Authorized Signature  
 11/24/15

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

**Purchase Order / Change Order Request**  
(One PO per Request)

PO # 0001078992

Request Date: 11/20/15

College/Dept.: FLC/BSO

Vendor Name TUTOR.COM

Change Unit Price on Line# 1 to \$6,730.00 (Increase of \$450)

**FUND 12 Requirement – Complete if adding new department org, or project/grant#:**

Program Name: <a href="#">BskSkill: Instruc/Tutoring</a>	Project/Grant Number: <a href="#">573H</a>
Program Director/Coordinator Signature:	

PO COMMENTS: Increase required to cover final invoices for July, Oct and November 2015.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

**PURCHASE ORDER NO 0001078992**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

<b>Date</b> 11/17/2014	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 1006449 PACTOLM POONV		<b>Location / Dept</b> 04ASPH108 TUTORING

**Vendor:** 0000035760  
 TUTOR.COM  
 555 WEST 18TH ST  
 NEW YORK NY 10011

**Phone:** (800) 411-1970

**email:** KEVIN.DONALDS@TUTOR.COM

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	ONE YEAR LICENSE - ONLINE, WEB-BASED TUTORING SERVICES	1.00	EA	6,280.00	6,280.00	11/24/2014

LIVE, ONE-TO-ONE CUSTOMIZED TUTORING SERVICES:  
 -TUTOR.COM FOR HIGHER EDUCATION (ENGLISH) 24 HRS A DAY  
 -TUTOR.COM FOR HIGHER EDUCATION (SPANISH) HOURS : 2PM - 2AM ET  
 - WRITE TUTOR WRITING CENTER - 700 HOURS @\$30 PER HOUR

VALID 11/15/2014 - 11/14/2015

ONE YEAR LICENSE  
 FOR BASIC SKILLS PROGRAM  
 NO TAX, NO SHIPPING

Sub Total Amount	6,280.00
Sales Tax Amount	0.00
Total PO Amount	6,280.00

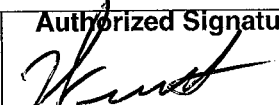
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5603	12	FL.VI.BSKL	64900	00000	573H	6,280.00	2015

0001006449KIRKLINK10-NOV-2014

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  
 12-3-14

12-3-14

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

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## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Requisition

**Vendor:** TUTOR.COM  
 555 WEST 18TH ST  
 NEW YORK NY 10011  
 United States

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630

<b>Business Unit:</b> GENFD		<b>APPROVED</b>
Req ID: 0001006449	Date 11/10/2014	Page 1
Requester Monica Pactol		Bldg# TUTORING
Requester Signature		
Buyer: Vivian Poon		
Approved: KIRKLINK 10-NOV-2014		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	ONE YEAR LICENSE - ONLINE, WEB-BASED TUTORING SERVICES	1	EA	6,280.00	6,280.00	11/24/2014

Total Requisition Amount: 6,280.00

ONE YEAR LICENSE  
 FOR BASIC SKILLS PROGRAM  
 NO TAX, NO SHIPPING  
 \$6280 TOTAL

ALL BACK UP DOCUMENTATION SENT TO BUSINESS OFFICE

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5603	12	FL.VI.BSKL	64900	00000	573H	6,280.00

**Purchases Charged to Catagorical Programs, Grants or Special Project.**

This purchase is in compliance with the requirement of 573H

For grants/special projects Basic Skills

Name: Aphleen Gurkin

<b>Approval Signature</b> <i>See attached</i>	<b>Approval Signature</b> <i>[Signature]</i>	<b>Approval Signature</b> <i>A Gurkin</i>
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Vendor # 35760

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC  CRC  DO   FLC  FM  SCC  OTHER \_\_\_\_\_

Agreement/Contract With: Tutor.com

State the business terms of agreement: MSA - tutoring Services online

This agreement consists of the following documents: MSA

Funding Source: FLC Amount \$ 6,280

I have read and agree with the terms of this agreement:

By: [Signature] Date: 11/7/14
Area Manager/Supervisor
Monica Pachtol
(Print Name)

College VPA, DO, FM, Director

I approve as to Substance

By: [Signature] Date: 11/7/14
(Print Name)

General Services

By: [Signature] Date: 11-21-14
Director, General Services

General Counsel (When necessary)

- Changes necessary as specified on the document or on the attached memorandum.
Approved as to form.

By: \_\_\_\_\_ Date: \_\_\_\_\_
General Counsel

Los Rios Community College District

By: [Signature] Date: 11/24/14
Deputy Chancellor Vice Chancellor, Ed & Tech.

\*Please return to me after signature JLP



## Master Service Agreement Between Folsom Lake College and Tutor.com

THIS MASTER SERVICE AGREEMENT, made as of November 15, 2014 ("Effective Date") by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 555 West 18<sup>th</sup> Street New York, New York 10011, and Folsom Lake College (the "College/University") with its principal offices at 10 College Parkway, Folsom, CA, 95630 sets forth the agreement and mutual understandings of Tutor.com and the College/University with respect to the delivery by Tutor.com and the purchase by the College/University of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders"), the first of which is attached hereto as Exhibit A (the "Services"). For purposes of the parties' understanding the "Agreement" between the parties shall consist of the terms and conditions set forth in this Master Service Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the parties and that reference this Master Service Agreement (collectively "the Agreement").

1. License.

- a. Grant. Tutor.com hereby grants to the College/University a non-exclusive non-transferable, limited license to use the Services during the Term (as defined below), subject to the terms and conditions set forth in this Agreement. Tutor.com hereby grants to the College/University the right to permit its authorized Users (College/University Students) to use the Services in accordance with the terms of the College/University's permitted use under this Agreement.
- b. Limitation to Grant. Except as set forth herein or in any attachment to this Agreement, the College/University shall not use the Services in any manner to provide communication Services to any third party, nor shall the College/University sublicense, transfer or distribute the Services, or any portion thereof, to any third party. College/University acknowledges that no source code or technical level documentation is licensed under this Agreement, and that Tutor.com reserves all other rights to the Services, including without limitation the right to access and modify the Services for training, maintenance, upgrades, and security purposes.

2. Setup.

- a. Tutor.com shall set up and deliver to the College/University the Services for launch on a date mutually agreeable to the parties.
- b. The College/University shall provide Tutor.com with all information needed to develop and launch the Services.

3. User Information Is Strictly Confidential Absent Extraordinary Circumstances.

Tutor.com will not disclose to any third party any personal information that would permit identification of a User without first obtaining the prior written consent of the College/University unless Tutor.com believes that an immediate disclosure may be necessary to protect someone's physical safety (for example if a User tells a tutor that he "has a gun and is going to shoot someone"), or if otherwise required by law (such as a court order).

4. Payment.

The College/University hereby agrees to pay Tutor.com the amounts set forth in the Service Orders. Payment shall be made to Tutor.com within 15 days of the invoice date. Payment obligations shall survive termination of the Term.

5. Representations. Each of Tutor.com and the College/University represents, warrants and covenants to the other that:

- a. It has, and will have, the full power, authority, and legal right to enter into and perform fully its obligations under this agreement.
- b. Neither the execution and delivery of this Agreement nor the consummation of transactions contemplated hereby does or will (i) violate any provision of the charter or by-laws of such Party, or any laws, ordinances, rules, regulations, codes or policies to which such Party is subject to or (ii) conflict with, result in breach or violation of, constitute a default under, or require any notice under any agreement to which such Party is party or by which it is bound or to which any of its assets is subject.
- c. It shall comply at its own expense with all applicable laws, ordinances, rules, regulation, codes and policies in connection with its performance under this Agreement; and
- d. It has all rights and authorizations necessary to grant the rights and licenses set forth herein.

6. Term, Renewal, and Termination.

- a. The initial Term of this Agreement shall be for one year unless otherwise noted in Exhibit A
- b. Either Party may terminate this Agreement at any time if: (1) the other Party commits a material breach of this Agreement that remains uncured for a period of thirty (30) days following written notice thereof; (2) fails to pay any amounts owed to the other when due, or (3) with the mutual written Agreement of the other Party.

7. WARRANTY DISCLAIMERS AND LIMITATIONS ON LIABILITY.

- a. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, THE TUTOR.COM PROPERTY IS PROVIDED ON AN "AS IS" BASIS WITHOUT, AND TUTOR.COM EXPRESSLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, TUTOR.COM MAKES NO WARRANTY OR REPRESENTATION THAT THE TUTOR.COM PROPERTY OR SERVICES WILL MEET COLLEGE/UNIVERSITY'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE TUTOR.COM PROPERTY OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE TUTOR.COM PROPERTY OR SERVICES WILL BE CORRECTED. TO THE FULL



## Master Service Agreement Between Folsom Lake College and Tutor.com

EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. THIS LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IN NO CASE SHALL TUTOR.COM'S AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TUTOR.COM UNDER THIS AGREEMENT.

- b. In the event of a defect in the Services or Tutor.com Property, College/University's sole remedy shall be to have Tutor.com use commercially reasonable efforts to correct any nonconformity in the Tutor.com Property computer code, either by modification to such Tutor.com Property computer code, or via workaround. Tutor.com shall have no obligation to correct nonconformities resulting from (i) any modifications of Tutor.com Property not authorized by Tutor.com; (ii) any use or misuse thereof contrary to Tutor.com's specifications; (iii) Tutor.com Property that has been installed or operated in contravention of requirements contained in such specifications; (iv) Tutor.com Property that has been obviated by later versions, updates, upgrades or releases lacking such nonconformity; (v) Tutor.com Property which operates properly in combination with third party software or hardware recommended by Tutor.com; or (vi) Tutor.com Property which has been modified by College/University or a User not in accordance with the Tutor.com's specifications or applicable guidelines.
8. Proprietary Rights.
- a. Tutor.com Property. All aspects of the Services, including but not limited to the look and feel of the Tutor.com template pages, and all intellectual property and/or proprietary rights therein, including without limitation, copyright, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, recognized in any country or jurisdiction in the world, and all session transcripts, survey data and usage information, are the sole and exclusive property of Tutor.com (the "Tutor.com Property"). The Tutor.com Property includes all changes and addition to the Services and all derivatives works thereof. College/University acknowledges and agrees that this Agreement in no way shall be construed to provide to College/University, or any other person or entity, any express or implied license to use, copy, reverse engineer, or otherwise exploit the Tutor.com Property or Services or any portion thereof (including any intellectual property embodied therein) other than as specifically set forth in this Agreement.
  - b. Protection of Proprietary Notices. The College/University shall not delete or in any manner alter the copyright, trademark, or other proprietary notices of Tutor.com, if any, appearing on the Services as delivered to the College/University. The College/University shall reproduce such notices on all copies it makes of the Services. The College/University shall use commercially reasonable efforts to protect the Tutor.com Property and Tutor.com's rights therein and to cooperate in Tutor.com's efforts to protect its proprietary rights. The College/University shall notify Tutor.com promptly of any known or suspected breach of Tutor.com proprietary rights to the Services that comes to its attention.
9. Confidentiality.
- a. Except as may be otherwise required by any applicable laws, each Party shall retain in strict confidence the Confidential Information of the other Party. College/University hereby acknowledges that the Tutor.com Property is Confidential Information of Tutor.com, and that Confidential Information also includes, without limitation, trade secrets, Tutor.com Property documentation, specifications, designs, development plans, business plans, sales projections, business records, prices and customer lists. The obligations of confidentiality set forth in this Section 9 shall survive termination of the Term. In the event of any breach of the provisions of this Section 9, College/University agrees that Tutor.com would suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against College/University in addition to any other rights and remedies available to Tutor.com at law or in equity, or otherwise.
10. Miscellaneous Provisions.
- a. Indemnification. Tutor.com shall indemnify the College/University for claims relating to the negligent, improper or illegal use of the Service by any Tutor.com tutor. For such indemnity to apply College/University must notify Tutor.com promptly of a claim.
  - b. Authentication. College/University shall ensure that access to the Services is properly limited to College/University's authorized users.
  - c. For Remote Home Access, the College/University will either use the credentialed authentication (login) system provided by Tutor.com to permit Users to access to the Services, or keep all links to the Tutor.com Services on College/University web pages that require login or IP authentication for access.
  - d. All marketing, promotional, and other communications by the College/University that mention or refer to Tutor.com Services, which include but are not limited to Tutor.com, Live Homework Help<sup>®</sup>, SkillsCenter resource library, Student Center, must include the "Tutor.com" or "Powered by Tutor.com" logo, and include the ® symbol. This includes all College/University web pages that refer to or link to the Tutor.com Service site. In circumstances where the use of graphic logos may be inappropriate (such as press releases), the text phrase "Powered by Tutor.com" may be substituted.



**Master Service Agreement Between Folsom Lake College and Tutor.com**

- e. Waivers. No term or provision shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. The waiver of either Party hereto of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.
- f. Order of Precedence Between Documents. In the event of any conflict between the terms and conditions of this Agreement and any subsequent agreement between the parties, which does not specifically amend this Agreement or Service Order of the Master Service Agreement, this Agreement shall take precedence. In the event of a conflict between this Master Service Agreement and the terms and conditions in any subsequent Service Order, the Master Service Agreement shall control unless Tutor.com expressly agrees in writing to the specific modification.
- g. Assignment. This Agreement may not be assigned by a Party hereto without the prior written consent of the other Party; provided that Tutor.com may assign its rights and obligations under this Agreement (without the prior written consent of College/University) to any surviving Party in a merger or consolidation in which Tutor.com is a Party or to any Party that acquires all or substantially of Tutor.com's capital stock or assets.
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties.
- i. Choice of Law and Jurisdiction. This Agreement will be governed by, construed, and enforced in accordance with the substantive law of the State where the College/University is located.
- j. As of the execution of this Agreement, the Services are offered 361 days of each standard year, and 362 days of each leap year. The Services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays the Services close beginning at 1:01 a.m. and they reopen at 2:00 p.m. on the following day (all times Eastern). Tutor.com may change the dates of availability, and will notify the College/University of any changes to the availability of the Services.

**On behalf of the College/University:**

**On behalf of Tutor.com:**

Signature

Susan L. Lorimer

Kevin J Donalds

Name

Susan L. Lorimer

SVP, Operations & CFO

Title

Vice Chancellor, Education & Technology

Date

11/24/14

## Master Service Agreement Between Folsom Lake College and Tutor.com

- e. Waivers. No term or provision shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. The waiver of either Party hereto of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.
- f. Order of Precedence Between Documents. In the event of any conflict between the terms and conditions of this Agreement and any subsequent agreement between the parties, which does not specifically amend this Agreement or Service Order of the Master Service Agreement, this Agreement shall take precedence. In the event of a conflict between this Master Service Agreement and the terms and conditions in any subsequent Service Order, the Master Service Agreement shall control unless Tutor.com expressly agrees in writing to the specific modification.
- g. Assignment. This Agreement may not be assigned by a Party hereto without the prior written consent of the other Party; provided that Tutor.com may assign its rights and obligations under this Agreement (without the prior written consent of College/University) to any surviving Party in a merger or consolidation in which Tutor.com is a Party or to any Party that acquires all or substantially of Tutor.com's capital stock or assets.
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On behalf of the College/University:

On behalf of Tutor.com:

Signature

Kevin Donalds  
Kevin Donalds (Nov 24, 2014)

Name

Susan L. Lorimer

Kevin J Donalds

Title

Vice Chancellor, Education & Technology

SVP, Operations & CFO

Date

Nov 24, 2014



**EXHIBIT A - SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated September 15, 2014 between Tutor.com, Inc. ("Tutor.com") and Folsom Lake College (the "College/University").

College/University Primary Contact Information	Tutor.com Primary Contact Information
Name: Marcia Albert	Name: Lauren Lobdell
College/University: Folsom Lake College	Address: 555 West 18 <sup>th</sup> Street
Address: 10 College Parkway	Address:
City, St, Zip: Folsom, CA, 95630	City, St, Zip: New York, NY 10011
Telephone: 916-608-6807	Telephone: 646-619-8201
Fax:	Fax: 646-532-4424
Email: albertm@flc.losrios.edu	Email: lauren.lobdell@tutor.com

College/University Billing Contact Information	Tutor.com Billing Contact Information
Name: Theresa Matista	Name: Customer Invoicing
College/University/District: Los Rios Community College Dist	Address: 555 West 18 <sup>th</sup> Street
Address: 1919 Spanos Court	Address:
City, St, Zip: Sacramento, CA 95825	City, St, Zip: New York, NY 10011
Telephone: 916-568-3164	Telephone: 646-619-8224
Fax:	Fax: 646-532-4424
Email: matistt@losrios.edu	Email: customerinvoicing@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the College/University with the following Services and the College/University agrees to pay Tutor.com the fees set forth below.

Client Location and Description of Services	Locations Served	Start Date	End Date	Price
<b>Live, One-To-One Customized Tutoring Services:</b> <ul style="list-style-type: none"> <li>Tutor.com for Higher Education (English)* 24 Hours a day</li> <li>Tutor.com for Higher Education (Spanish) (Hours: 2:00pm – 2:00am ET)</li> <li>WriteTutor™ Writing Center</li> </ul> 150 Estimated hours @ \$32 per hour	1	11/15/2014	11/14/2015	\$4,800
<b>Predictive Insights (at 10% of actual hours monthly)</b>				\$480
<b>Implementation Fee</b>				\$1,000
<b>Total Estimate+</b>				\$6,280

\*Does not include tutoring in Nursing

+ Customer will be billed monthly in arrears for actual hours used. This is a pilot for Fall semester with a launch of service as soon as practicable after the effective date. Customer can roll out to full service into the rest of the year for the Spring and Summer terms, 2015.

++ Customer is part of the Los Rios District and will be subject to tiered pricing schedule for all four institutions that consume tutoring hours as follows:

First 300 hours used within the District: \$35 per hour

301-500 -- \$32

501-1,000 -- \$30

1,001 and over -- \$28



# Los Rios Community College District

## Requisition

Page 1 of 1

Req. No. FLC1114001WVW

Vendor Code  
**000035760**

DATE 11/7/2014 VENDOR TUTOR.COM INC.

P.O. NO.

Approved by / Date

ADDRESS 555 WEST 18TH STREET

DELIVERY INSTRUCTIONS	
<b>04FLC</b>	
Department Building Location FLC - LERANING SKILLS	
College/District Location	Department
<b>INSTRUCTION</b>	
Division	Date Required

Reviewed by / Date

CITY NEW YORK STATE NY ZIP 10011

Dispatched Method / Date

E-MAIL KEVINDONALDS@TUTOR.COM

PHONE HTTP://WWW.TUTOR.COM FAX \_\_\_\_\_

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	ONE YEAR LICENSE - ONLINE, WEB-BASED TUTORING SERVICES	1	EA	6280.00	6280.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		BASIC SKILLS		SalesTax	
This purchase is in compliance with the requirements of _____		Program Name <u>573H</u>		Total \$6,280.00	
Program Director/Coordinator Signature <u>Monica Pactol</u> For grants/special projects		Project/Grant Number			
Program Goal/Objective Number/Explanation		<u>5603</u>			

I hereby certify the items/services listed above shall be obtained in accordance with District Policy, Conflict of Interest Code, P-8611, and all other applicable district, state and federal policies, rules, regulations and laws.

MONICA PACTOL 11/7/14

REQUESTED BY: TYPED/PRINT DATE

REQUESTED BY: SIGNATURE DATE

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE

APPROVED: VICE PRESIDENT, ADMINISTRATION DATE

GENFD	<del>4300</del>	/	12	/	FL.VI.BSKL
Bus. Unit	Account	* Fund	Org		
64900	00000	2014	573H	\$ 6,280.00	
Program	Sub-Class	BY	Proj/Grnt	Amount	
/	/	/	/		
Bus. Unit	Account	* Fund	Org		
/	/	/	/	\$	
Program	Sub-Class	BY	Proj/Grnt	Amount	

\* Asset Location - Equipment purchases over \$200 (Accts: 6480, 6490, 6491, 6493, 6495) complete the area below indicating the final assigned location of equipment.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_